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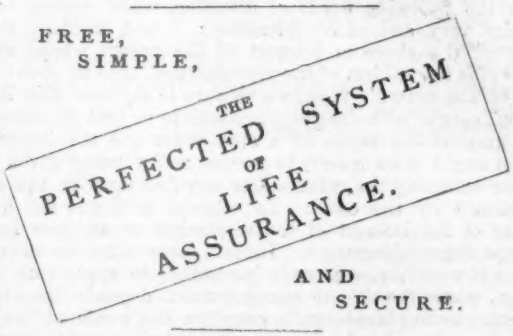
FREE, SIMPLE, 

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VOL. XXXVIII., No. 35.

# The Solicitors' Journal and Reporter.

LONDON, JUNE 30, 1894.

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## CURRENT TOPICS.

THERE WAS a meeting of the Rule Committee on Thursday last, at which, if rumour is correct, among other new rules, rules with reference to originating summonses were considered.

BOTH DIVISIONS of the Court of Appeal will continue the hearing of Queen's Bench final appeals during next week; but as regards Court of Appeal No. 2, chancery final appeals will be resumed on the 9th of July.

IT IS UNDERSTOOD that the judicial statistics which are annually issued do not give satisfaction to some of our legislators who have occasion from time to time to consult them, and that measures are on foot for making alterations and improvements in the contents of this blue-book so as to make it more useful and more thoroughly available for reference.

THE WITNESS actions in the Chancery Division should, during the present sittings, be considerably reduced in numbers. Mr. Justice ROMER has disposed of all those in his list at the commencement of the sittings which were available, and has already taken in hand the seventy cases recently transferred to him. At the same time Mr. Justice NORTH and Mr. Justice STIRLING are hearing witness actions, and Mr. Justice KEKEWICH will commence on the 3rd of July, and Mr. Justice CHITTY on the 10th of July, to hear these actions.

OF THE SEVERAL reforms required with reference to jurors, there are none which are incapable of being effected with little trouble. For instance, the names of those who are dead can, with very few exceptions, be ascertained and omitted from the lists, and the same remark applies to those who are exempt from serving. It is notorious that, while some jurors are summoned two or three times in a year, others escape with one summons every three or four years. What could be easier than to put all the names in a jury list into a wheel and draw them one by one till the whole list is exhausted, and then begin again? If attention were paid to these suggestions, judges would not have such causes for dissatisfaction as Mr. Justice WILLS had this week.

UP TO THURSDAY afternoon the appointments consequent on the death of Lord COLERIDGE hung fire; the reason alleged by

current gossip being that Lord RUSSELL was not disposed to exchange the comfortable ease of a Lord of Appeal for the daily drudgery of the Chief Justiceship—more particularly if, as rumour also averred, there was an idea of cutting down the salary of the latter office. There was a suggestion on Wednesday—far too good to be true—that Lord HERSCHELL was to become Lord Chief Justice, and that Sir JOHN RIGBY was to succeed him on the woolsack. That would be an ideally excellent arrangement: Lord HERSCHELL'S firm hand would soon bring the Queen's Bench Division into good working order, and we should have a renewal of the admirable judgments he used to deliver when he sat with the Court of Appeal in 1892; while Sir JOHN RIGBY, if he would not exactly grace the woolsack, would bring an unrivalled knowledge of law to his functions as legislator and president of the final Court of Appeal. Alas, we fear it is hopeless to expect that two right men will succeed to two right places; in our system of legal appointments it is only by accident that the fittest man obtains a position. All we can dare to hope for is that the principle, which appears to be becoming established, that the way to the Court of Appeal is by political service done by judges for the Government of the day, may not be further developed on the present occasion.

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THE AMENDED CLAUSES of the Finance Bill, to the end of Part I., which relates to the new estate duty, are printed in another column. But the Bill must not be assumed to be as yet in its final shape: it is probable that several amendments and some new clauses will be introduced upon the report stage; this will be reached early next month, as (with the exception of the exemptions and relief in respect of income tax) little of a controversial nature remains for discussion in Committee. Among the more important amendments which have been introduced may be mentioned the proviso to clause 10, which makes the commissioners' certificate of discharge a protection to a *bond fide* purchaser for valuable consideration without notice, notwithstanding fraud or failure to disclose material facts affecting the amount of duty payable. Some alteration has been made as to the relief given in the case of small estates, as to the method and cost of obtaining representation, and three very important "savings" affecting existing dispositions of property have been introduced into clause 17. Purchasers and mortgagees of reversions and other interests in expectancy before the commencement of Part I. of the Act (1st of August, 1894) are not to be required to pay any other duty when the interest falls into possession than they would have been liable to pay under the existing law; the "further estate duty" (upon settled property) is not to be payable in respect of property settled by disposition taking effect before the 1st of August; and where, under such a disposition, a husband or wife is entitled to the income of any property settled by the other, and on his or her death the survivor becomes entitled to the income of the property settled by such survivor, estate duty is not to be payable until the death of the survivor. In the definition clause (18) an exception to the definition of "general powers" has been inserted so as to exclude a power exercisable in a fiduciary capacity under a disposition not made by the donee of the power or exercisable as tenant for life under the Settled Land Act, 1882. The effect of the new clause dealing with property in the colonies which it is proposed to add to the Bill is that a deduction from the estate duty is to be allowed to the extent of the duty payable in any British possession in respect of any property situate in such possession and passing on the death.

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IN ANOTHER column we print a notice with regard to stop orders, which has been issued by STIRLING, J., for use in his chambers. This notice is no doubt the result of the recent case of *Mack* v. *Postle* (W. N., 1894, p. 90, 10 Times L. R. 475). The facts of that case were shortly as follows:—A fund in court stood to the credit of "The account of the legacy bequeathed to A. P. M. and his children, if any," A. P. M. being entitled to a life interest in the fund. A. P. M. married, and assigned to the trustees of the settlement his life interest. He subsequently, on more than one occasion, mortgaged his life interest to the trustees of a life assurance society, who obtained a stop order on the occasion of each advance. The trustees of the settlement obtained no stop order. The stop orders obtained by the mortgagees were all expressed to be on the share of A. P. M. generally, the income not being expressly mentioned. The trustees of the settlement applied by summons for payment of the income of the fund in court to themselves, and contended that the stop orders did not affect such income. In considering the question STIRLING, J., held that he was entitled to go behind the language of the order, and that the language of the will of the testator and of the mortgagees clearly shewed that A. P. M.'s interest was one affecting income only, and that the stop orders must be construed as affecting that income; and he held that, inasmuch as the trustees of the settlement had obtained no stop order, the mortgagees, who had done so, were entitled to priority. His lordship, in the course of his observations, appears to have animadverted on the practice in the Pay Office, under which stop orders are treated as not affecting income, except where income is expressly mentioned in them, and to have suggested that in future, where the operation of a stop order is not in terms limited to income, it ought to be treated as extending to both capital and income. The notice which has just been issued requires that upon the making of all stop orders, "it shall be ascertained and shall be shewn or stated on the face of every such order whether the restraint should affect capital or income or both capital and income of the funds." Inasmuch as a note to the official document which we are considering states that in the opinion of the learned judge an assignee or incumbrancer of a life interest in a fund is entitled to notice of any dealing with the capital of the fund, whether for change of investment or otherwise, it is somewhat difficult to see how, in future, any stop order can be treated as affecting only income.

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AS A MATTER of fact we believe that stop orders expressly affecting income only are rare. It may be argued, indeed, that, a stop order being intended to amount only to notice, the incumbrancer on a fund in court ought to be in no better position than an incumbrancer on a trust fund in the hands or under the control of trustees, and that in the latter case a trustee could exercise his power of changing investments without reference to an incumbrancer of a beneficiary who has given notice of his charge. But it should not be forgotten that the incumbrancer in such case could secure notice of any dealing with the funds being given to himself by putting a *distringas* on the stock. On the whole, however, we should not see much to comment on if the notice issued by STIRLING, J., had stopped here. But it contains the following words of direction, which appear to us to require very serious consideration: "And, further, that the limit of the share or interest of the person whose share or interest is the subject of the restraint shall also be shewn on the face of the order." Now, we venture to say that this is a provision fraught with danger. It seems to us that the more vague and general the words of a stop order are the better. The object ought to be merely to secure notice being given to the person obtaining the order before any dealing with the fund is sanctioned by the court. To attempt to define the limit or extent of the interest of the mortgagor or assignor is in the highest degree dangerous. Indeed, there must be many cases where it would be absolutely impossible to apply such a rule, as *e.g.*, where the title of remaindermen depends upon the construction to be placed by the court on the words of the instrument creating the fund, and, there being a life interest in existence, there is no possibility of the question of construction being presently decided. It is of course very undesirable that the practice in the chambers of the several judges on so important a matter as that of stop orders should vary, but we sincerely trust that this matter will receive very full consideration before the notice issued by STIRLING, J., for use in his chambers is followed by his brethren in the Chancery Division.

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THE COUNCIL of the Incorporated Law Society do not very often receive the recognition which is due to them for their services to the profession; and we are glad that Mr. H. MORTEN

COTTON took occasion at the dinner of the Solicitors' Benevolent Association to refer very gracefully to this matter. The council were, he said, "a body of men who were taken from the *élite* of the profession, whose experience, judgment, and ability solicitors generally had the benefit of, and who did this work for them very possibly, and he believed very often, to the neglect of their own business, and without recompense or reward, and he thought they could not be sufficiently grateful to them. These gentlemen, by their exertions, had raised the position of the body of solicitors to the very high level at which it now stood." These words are perfectly true, and they contain a moral which we are afraid is not quite so well understood as it ought to be. It is better to speak plainly on the matter, and as no one is likely to accuse this journal of anything like blind admiration of all the proceedings of the council, we may venture to say what has been on our mind for some time. The success which has attended the efforts of the council is not due solely to the industry and ability of the men who constitute the motive power of that body. No doubt it so happens that the council has now for many years been practically under the direction of skilful men willing to work hard, and the fullest credit should be given for the results of their ability and energy. But the council would be comparatively impotent unles it was known to the authorities both that they consisted of eminent solicitors and that they had the confidence and hearty support of the profession generally. In order that they may have this confidence and support they must be selected from men at the head of the profession. A member of a leading firm of solicitors or a leading solicitor is presumably a man of experience, tact, and judgment; if he were not, he would not be likely to have reached his position; he is, therefore, presumably the right man for a council in which these qualities are of the highest importance. So long as the council is recruited from this source it will retain the confidence of the profession and influence with the authorities with whom it has to deal; but if ever it should happen that a considerable proportion of the council is composed of unknown men or men of no great standing in the profession, the influence of the body will rapidly diminish. This should be borne in mind by every voter at the election of members of the council. Electors may be told that a council chosen from men who have made their position will not be very active or energetic in looking after the interests of the struggling solicitor; that they will be somewhat addicted to old methods and slow to adopt new means of action. One reply is that no slackness in the former respect can be truthfully alleged against the present council, and that, though they are cautious and wary about committing themselves to new courses, they have conclusively shewn by their action on the Land Transfer Bill that when once they are convinced of the necessity of new methods, they adopt them with a resolute energy which leaves nothing to be desired. But the real answer to these rather silly allegations is that, in order to have a powerful council, you must have it composed of men of the highest position, and that the matter of most consequence to the profession is that its representative body should be influential.

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IN THE CASE of *Re Rymer* (*ante*, p. 563) CHITTY, J., following the decision of WOOD, V.C., in *Fisk* v. *Attorney-General* (15 W. R. 1200, L. R. 4 Eq. 521), held that a legacy to a particular charitable institution for the purposes of the institution, which existed at the date of the will, but had ceased to exist at the time of the testator's death, lapsed and could not be applied *cy près*. In *Fisk* v. *Attorney-General* WOOD, V.C., followed the cases of *Clark* v. *Taylor* (1 W. R. 476, 1 Drew. 642) and *Russell* v. *Kellett* (3 Sm. & Giff. 264), "which expressly decide that, when a gift is made by will to a charity which has expired, it is as much a lapse as a gift to an individual who has expired" (see L. R. 4 Eq., at p. 528), but at the same time intimated that the question might some day require further consideration. To these cases may be added *Coldwell* v. *Holme* (2 W. R. 150, 2 Sm. & Giff. 31), which, like *Russell* v. *Kellett*, was decided by STUART, V.C. It was pointed out by CHITTY, J., that *Fisk's case* was followed by PEARSON, J., in *Re Ovey* (33 W. R. 821, 29 Ch. D. 560), and approved in the elaborate judgment of the Court of Appeal delivered by KAY, L.J., in *Re Slevin* (39 W. R. 578; 1891, 2 Ch. 336), but rather, be it respectfully remarked, by the spirit than the letter of that judgment. "I have no alternative," said his lordship in *Re Rymer*, "but to treat it as a binding authority. It is, I think, right in principle. Charity, no doubt, has been favoured in equity, it has been exempted from the rule against perpetuity, and it has been allowed the benefit of the *cy près* doctrine. *Fisk* v. *Attorney-General* places what seems to me to be a reasonable limitation on that doctrine." There was a question by the court during the hearing as to the origin of a doctrine resulting in suitors of a particular description being favoured in a court of justice, for a judicial consideration of which reference may be made to what was said by Lord ELDON in *Moggridge* v. *Thackwell* (7 Ves. 36, at p. 69). Regarding this doctrine as to charitable legatees as established, Lord ELDON observes: "In what the doctrine originated, whether, as supposed by Lord THURLOW in *White* v. *White* (1 B. C. C. 12), in the principles of the civil law, as applied to charities, or in the religious notions entertained formerly in this country I know not; but we all know there was a period when, in this country, a portion of the residue of every man's estate was applied to charity; and the Ordinary thought himself obliged so to apply it, upon the ground that there was a general principle of piety in the testator. When the statute compelled a distribution, it is not impossible that the same favour should have been extended to charity in the construction of wills by their own force purporting to authorize such a distribution." The judgment in *Moggridge* v. *Thackwell* ends with the following striking comment on this doctrine of equity in regard to "those particular legatees called charities":—"If this decision is wrong, and if this strange doctrine, as I should have called it if I had sat here two centuries ago, that you can find a charitable purpose in a purpose that is to fail altogether, can be shaken, I can do no more than allow them [*i.e.*, the parties] to go to a higher tribunal" (7 Ves., at p. 87). Lord ELDON's decree did in fact go to, and was affirmed in D. P. (see 13 Ves. 416).

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IN THE CASE of *Re Christchurch Inclosure Act* (reported elsewhere) STIRLING, J., has decided that a lord of the manor, who is the owner of the soil of land bordering on a road not yet taken over by the local authority, is liable for paving expenses under the Public Health Act, 1875, notwithstanding that there are rights of turbary over the land which prevent him from using it for ordinary purposes, and in particular which prevent the letting of the land. Section 150 of the Act imposes liability for such expenses on the "owners" of the premises fronting, adjoining, or abutting on the road, and by section 4 the word "owner" is defined to mean "the person for the time being receiving the rack-rent of the lands or premises in connection with which the word is used, whether on his own account or as agent or trustee for any other person, or who would so receive the same if such lands or premises were let at a rack-rent." Under the similar provisions of the Public Health Act, 1848 (11 & 12 Vict. c. 63), it was argued in *Bowditch* v. *Wakefield Board of Health* (L. R. 6 Q. B. 567) that the definition did not extend to a trustee who was the legal owner of land which had been conveyed for the purposes of a school in such a manner that it could never be let. But the court held that the impossibility of letting the premises did not touch the question of liability. It is enough that, if they were let, the rent would come to the trustee. In other words, the Legislature used the right to receive rent, if any were reserved, as the test of liability, without reference to the question whether such rent could in fact be reserved. This authority was followed by the Court of Appeal in *Wright* v. *Ingle* (16 Q. B. D. 379), though BOWEN, L.J., intimated a doubt whether the same interpretation would be adopted in the case of premises which were prevented by Act of Parliament from being let at a rack-rent. "I am inclined to think," he said, "that, if the incapacity to be let were stamped on the premises, they never could have an owner within the meaning of section 250," the section of the Metropolis Local Management Act, 1855 (18 & 19 Vict. c. 120), to which section 4 of the Public Health Act, 1875, corresponds. In the case of the *Christchurch Inclosure Act* this point did not arise, for, though the rights of turbary had been created by Act of Parliament, and to this

extent the owner's rights had been cut down by statute, there was no direct statutory prohibition of letting. STIRLING, J., held, accordingly, that the case was governed by *Bowditch* v. *Wakefield Board of Health*, and that the lord of the manor was liable.

## THE EXTENT OF A SOLICITOR'S AUTHORITY.

IN the case of *Rhodes* v. *Moules* KEKEWICH, J., had to decide upon the liability of a firm of solicitors in respect of securities payable to bearer which had been received and misappropriated by one of the partners. With regard to the law in such a case there is, as the learned judge remarked, no doubt. The difficulty is in applying it. The receipt and custody of such securities is not within the scope of a solicitor's ordinary business, and *primâ facie*, therefore, the firm are not liable. And the same rule applies to the receipt of money for the general purpose of investment. But the partner's authority may be extended, either expressly or by implication, and the question in each case is one of fact, whether such extension has taken place.

That the receipt of money for the general purpose of investment is not within the scope of the ordinary business of a solicitor was decided in *Harman* v. *Johnson* (2 E. & B. 61). There the defendant carried on business as a solicitor in partnership with SMITH. SMITH, without his knowledge, received from the plaintiff, professedly on behalf of the firm, a sum of £1,670 for investment. The money was not invested, and SMITH afterwards absconded. It was not clear on the evidence whether he received it for general investment or for investment on a particular security, but Lord CAMPBELL, C.J., at the trial, considered that this distinction was immaterial, and directed the jury that a receipt of money for general investment on mortgage was within the scope of SMITH's authority as partner. He based his direction on the ground that solicitors now, as part of their business, act as scriveners—that is, they receive and lay out money on security, the separate profession of scrivener having fallen into disuse. But upon a motion for a new trial, on the ground of misdirection, he changed his opinion. "I think," he said, "that an attorney, *qud* attorney, is not a scrivener; that his business is to act in a court of law, to prepare conveyances, to examine titles, and so on; but not to act as a scrivener. A scrivener has to hold the money put into his hands until he has an opportunity of laying it out; but this employment of scrivener is not a consequence of his character of attorney." Inasmuch, then, as there was no evidence that SMITH had any other authority than such as was confered upon him by the articles of partnership, which contemplated only the carrying on of the ordinary business of an attorney, the case was sent for a new trial, so that it might be ascertained whether the money was placed in SMITH's hands for the purpose of being advanced on a particular mortgage, or whether it was deposited with him until he could find a proper mortgage. In the first case the plaintiff would succeed; in the second the defendant.

But where money is received by one member of a firm of solicitors in the course of the management and settlement of the affairs of a client of the firm, it is deemed to be paid to the firm in the course of their professional business; and, consequently, the members of the firm are liable to make good any loss occasioned by the negligence or dishonesty of the partner by whom the money was received. In *Earl of Dundonald* v. *Masterman* (17 W. R. 548, L. R. 7 Eq. 504), from the head-note to which the previous sentence is taken, a bill was filed for the purpose of rendering the defendants, MASTERMAN and UPFILL, who were solicitors, liable for the moneys of the plaintiff received by their partner, the defendant BRUTTON, and misapplied by him to his own use. It appeared that the defendants' firm had been employed by the plaintiff in realizing his assets and settling the claims of his creditors. The business was managed throughout by BRUTTON. In 1866 the plaintiff proceeded to Brazil to prosecute certain claims which he had as his father's executor against the Brazilian Government, and he succeeded in obtaining a sum of £5,695. This he transmitted to England by a bill payable to his wife and BRUTTON, and Lady DUNDONALD, on the advice of BRUTTON, indorsed it to him. BRUTTON got the bill discounted, employed part of the proceeds in making payments on behalf of the plaintiff, and appropriated the rest. Subsequently he absconded. On behalf of his partners it was contended that the plaintiff had throughout dealt with BRUTTON in a personal and confidential capacity; but JAMES, V.C., held that the plaintiff had regarded him solely as a member of the firm, and that the receipt of the money was within the ordinary scope of a solicitor's business. "It is surely," he said, "within the ordinary everyday practice of a firm of solicitors or attorneys to receive moneys from a client for the satisfying the demands of the creditors whom they are employed to arrange with. It is surely within the ordinary everyday practice of a firm of solicitors and attorneys to receive from a client, an executor, moneys—sometimes to pay the demands of Government, sometimes to pay legatees, and sometimes to pay into court—in short, to receive money for any specific purpose connected with the professional business they have in hand; just as in *Harman* v. *Johnson* (*suprà*) the court held that it was within the ordinary business of such a firm to receive moneys for the purpose of making a specific investment or mortgage." And subsequently, in remarking that the result was unfortunate for the other members of the firm, the Vice-Chancellor observed that it was a misfortune which arose from their original confidence in BRUTTON. "They held him out to the world as a person for whom they were responsible. All the profits arising from the transaction by him of the plaintiff's business resulted to the firm; and the firm must bear the expense of any miscarriage by him, whether by negligence or dishonesty, in the conduct of the business."

The case of bonds payable to bearer being deposited with one partner in a firm of solicitors arose in *Cleather* v. *Twisden* (33 W. R. 435, 28 Ch. D. 340), which is now the leading decision on the whole subject of the scope of a solicitor's authority as between himself and his partners. The plaintiffs were the executors and trustees under the will of Colonel CLEATHER, who died in 1875. The estate was left to his widow for life. The testator had employed as his solicitors Messrs. HAYES, TWISDEN, & Co., a firm of which C. L. PARKER was a member, and the executors continued to employ them, PARKER having the entire management of the business. Part of the estate consisted of bonds payable to bearer, and these were delivered to PARKER for custody in the strong room of the firm, though it did not appear whether they were ever in fact put there. Some of the bonds were paid off, and the proceeds duly accounted for. The dividends on the others were duly accounted for by PARKER and paid to the tenant for life. She died in 1880, and the estate thereupon became distributable. In 1881 PARKER absconded, and it was found that he had misappropriated the bonds. The action was brought to make TWISDEN, the only remaining partner in the firm, liable. The Court of Appeal held, in reliance upon *Harman* v. *Johnson* (*suprà*), that the receipt and custody of the bonds was not within the scope of PARKER's ordinary authority as a solicitor, and hence, as stated above, it was a question of fact whether any further authority had been conferred upon him by his partners. But "though," said BAGGALLAY, L.J., after quoting from *Harman* v. *Johnson*, "the law may be so stated, no one will deny that a course of conduct may be pursued which may convert the act of a partner for which the other members of the firm would not be otherwise liable into one for which they will be responsible." BOWEN, L.J., stated the points for inquiry with more preciseness. "We must inquire," he said, "first, whether they gave him express authority to take charge of the bonds; secondly, if not, whether they ratified what he did; and thirdly, if they neither expressly authorized nor ratified his acts, whether they consented that he should have general authority to act without their knowing what he did." On the question of fact the Court of Appeal differed from DENMAN, J., by whom the case had been tried. The principal evidence against the defendant consisted of letters written by PARKER and charged for in the bills of costs. Copies of the letters appeared in the letter-book of the firm. PARKER had also paid some of the dividends on the bonds by cheques of the firm, repaying the firm by cheques on his own private account. DENMAN, J., held that there was sufficient to fix the firm with liability for what PARKER had done. But the letters apparently did not shew clearly that the bonds were in PARKER's custody as a member of the firm, and the Court of Appeal, while considering that the case fell near the line, decided in favour of the defendant.

In the present case of *Rhodes* v. *Moules*, again, the question was whether any authority had been given to a partner beyond that conferred by the ordinary scope of a solicitor's business. The plaintiff had obtained an advance of £6,000 from the defendants, Mrs. MOULES and her son, E. R. MOULES, on the security of freehold property. He employed as his solicitors the firm of Messrs. HUGHES, MASTERMAN, & REW, who also acted for the mortgagees, the matter being attended to by REW. Upon REW's representation that Mrs. MOULE and her son required additional security, RHODES handed to REW certain share warrants payable to bearer, and two years later, in 1893, REW absconded, having misappropriated the share warrants and applied the proceeds to his own use. The plaintiff under these circumstances claimed that the share warrants had been in fact included in the security, and that he was entitled in an action of redemption to make the mortgagees liable for REW's dishonesty. But no requisition for such additional security had been, in fact, made by them, and KEKEWICH, J., while allowing that a mortgagee's solicitor may have authority to arrange the details of the security without specific instructions from his client, held that in the present case the share warrants were not included in the mortgage security. There remained, however, the question of the liability of REW's partners. If the share warrants were not included in the security, they had at least been deposited with REW for safe custody, and it appeared that there was an arrangement between him and the plaintiff that the dividends should be applied in paying the interest on the mortgage. KEKEWICH, J., held, however, that there was no evidence that the other partners were aware of this arrangement, and there was, therefore, no ground for holding that they had either authorized or subsequently assented to the deposit of the share warrants. Hence judgment was given in their favour.

## DIFFERENCE BETWEEN GUARANTEE AND INDEMNITY.

THIS very important distinction has now been carefully considered by the Court of Appeal in the recent case of *Guild* v. *Conrad* (reported elsewhere), where the earlier cases on the subject are passed in review.

It may seem strange that at the present day a case involving some thousands of pounds should turn, as this case did, upon the proper construction of section 4 of the Statute of Frauds, and the only explanation which can be suggested is that the distinction between a contract of guarantee and a contract of indemnity is in many sets of circumstances so very fine that the one may be honestly mistaken for the other by the best trained minds. That some such confusion of thought has existed in the minds of many eminent lawyers is apparent from a review of the decisions on the question.

The point in *Guild* v. *Conrad* was, shortly, this—whether a verbal understanding by the defendant to provide funds to meet certain bills which had been accepted by the plaintiff at the defendant's request was or was not an agreement which came within the Statute of Frauds, and ought to have been in writing. A great part of the controversy, at any rate in the court below, turned, no doubt, upon what in fact the undertaking by the defendant really was, and the evidence was somewhat conflicting, but the Court of Appeal came to the conclusion that the defendant's promise was of the nature stated.

Now it must be remembered that by section 4 of the Statute of Frauds "no action shall be brought whereby to charge . . . the defendant upon any special promise to answer for the debt, default, or miscarriage of another person" unless the agreement or some memorandum thereof is in writing, and the doubt which has been often raised is, whether by "a promise to answer for the debt, default, or miscarriage of another" the Legislature intended to include the contract of indemnity as well as the contract of guarantee.

An early leading case on the point was *Thomas* v. *Cook* (1828, 8 B. & C. 728), before the Court of King's Bench. Here a continuing partner (the defendant) procured another person (the plaintiff) to join him in a bond to the retiring partner to indemnify him against the debts of the firm, and the plaintiff alleged that the defendant had verbally promised to indemnify him for any loss he might incur by being party to the bond. The court held that the defendant's promise was not one within the statute.

In *Wildes* v. *Dudlow* (1874, 23 W. R. 435, L. R. 19 Eq. 198) the principle of *Thomas* v. *Cook* was followed by MALINS, V.C., who reviewed the authorities, and decided that where A. joined in a promissory note with C., at the request and on the verbal promise of B. to indemnify him, the promise by B. need not be in writing. The learned Vice-Chancellor considered that the apparently conflicting decision of the Court of Queen's Bench in *Green* v. *Cresswell* (1839, 10 A. & E. 453) had been overruled by the judgment in *Reader* v. *Kingham* (1862, 11 W. R. 366, 13 C. B. N. S. 344), but he suggested that a doubt had been thrown on the latter case by Mr. Justice BLACKBURN in *Mountstephen* v. *Lakeman* (1870, L. R. 5 Q. B. 613).

Perhaps the result of all the authorities is, that this part of the section of the Statute of Frauds refers only to the contract of guarantee, and does not include a mere contract of indemnity, although some learned text-writers express a doubt, and prefer to say that a promise to indemnify may or may not be within the statute, according to circumstances (see De Colyar on Guarantees, 1885, p. 48). It may, however, be doubted whether the true view is not that a mere promise of indemnity is not within the statute, though a promise which is in substance a guarantee cannot be taken out of it by being put in the form of an indemnity (see Pollock on Contracts, 1889, p. 158).

In whatever way the proposition is stated, the real difficulty undoubtedly lies in the application of the facts, and various tests have from time to time been applied. Thus, in *Hargreaves* v. *Parsons* (1844, 13 M. & W. 561) it was laid down that the statute applies only to promises made "to the person to whom another is already, or is to become, answerable"; and this, it is submitted, is the true test. In other words, a guarantee is a promise to another person in his capacity of *creditor* to secure the payment of a debt payable *to* him, whereas an indemnity is a promise to another person in his capacity of *debtor* to secure the repayment of a debt payable *by* him.

If this is the true test, and we apply it to the case of *Guild* v. *Conrad*, it certainly seems to be outside the statute, for the plaintiff, by accepting the bills, became liable as debtor to the holder, and had to meet them, whence his action against the defendant.

Until the recent decision of the Court of Appeal, the state of the law may be said to have been somewhat unsettled, as, since the case of *Wildes* v. *Dudlow*, there appears to have been no decision precisely in point, if we except the case of *Re Bolton's Estate, Morant* v. *Bolton* (36 SOLICITORS' JOURNAL, 608; affirmed W. N., 1892, p. 163); see also *Re Hoyle* (41 W. R. 81; 1893, 1 Ch. 84). The result of their judgment appears to affirm the law as laid down by MALINS, V.C., in *Wildes* v. *Dudlow*, but the difficulty of applying the law to the particular circumstances will still remain.

## LEGISLATION IN PROGRESS.

PROTECTION OF CHILDREN.—Sir RICHARD WEBSTER'S Prevention of Cruelty to Children Bill, which has passed the House of Commons, has now been read a second time and has passed through Committee in the House of Lords. The object of the Bill is to amend the Prevention of Cruelty to and Protection of Children Act, 1889, which is therein referred to as the principal Act. Section 1 of that Act provides for the punishment of any person who, having the custody, control, or charge of a child, being a boy under fourteen, or a girl under sixteen, wilfully illtreats, neglects, abandons, or exposes such child in a manner likely to cause it unnecessary suffering or injury to health. Clause 1 of the Bill raises the age in the case of boys to sixteen years. It appears that some magistrates have doubted whether an assault upon a child is covered by the word "illtreat." Perhaps they have been doubtful as to the result upon corporal punishment if the word was so extended. The Bill expressly includes assaults (clause 2), and a parent must justify corporal punishment as he can. Clause 3 provides that the principal Act shall apply in the case of a parent who, being without means to maintain a child, fails to provide for its maintenance under the Poor Laws in like manner as if he had otherwise neglected the child. Clause 5 extends from three to six months the term of imprisonment to which persons can be sentenced who are convicted under section 1 of the principal Act.

by a court of summary jurisdiction. Clause 6 makes various changes in section 3 of the principal Act, relating to restrictions on the employment of children, and in particular a child is not be trained (except by its parent or guardian) as an acrobat, contortionist, or circus performer without a licence being first obtained. It only requires a glance at the principal Act and at the Bill to shew how extremely inconvenient it would be to have the two measures existing side by side on the statute book; and it appears probable from what was said by the Lord Chancellor, when the Bill was in Committee, that it will either be turned into a Consolidation Bill, or that, if it is passed in its present state, a Consolidation Bill will be at once introduced.

## NEW ORDERS, &c.

### STOP ORDERS.

Mr. Justice Stirling's Chambers.

The judge directs that upon the making of all stop orders on funds in court, it shall be ascertained and shall be shewn or stated on the face of every such order whether the restraint should affect capital or income or *both* capital and income of the funds, and further that the limit or extent of the share or interest of the person whose share or interest is the subject of the restraint shall also be shewn on the face of the order.

NOTE.—The judge considers that an assignee or incumbrancer of a life interest in a fund (whether on the general credit of a matter or action, or carried to a separate account), is entitled to notice of any dealing with the capital of the fund, whether for change of investment or otherwise.

### TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 19th day of June, 1894.

I, the Right Honourable FARRER, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the action of "The National Insurance and Guarantee Corporation Limited (Plaintiffs) v. The Invicta Works Limited (Defendants)"—1894—N.—850, from the Queen's Bench Division to the Honourable Mr. Justice Vaughan Williams. HERSCHELL, C.

## CASES OF THE WEEK.

### Court of Appeal.

**HOLLAND** *v.* **LESLIE**—No. 1, 25th June.

WRIT—AMENDMENT OF INDORSEMENT—WRIT FOR SERVICE OUT OF THE JURISDICTION—R. S. C., XI., 1; XXVIII., 1.

This was an appeal from an order of a divisional court giving leave to the plaintiff to amend the indorsement on the writ of summons by substituting a claim in respect of a bill of exchange for £42 10*s.* instead of a claim in respect of a bill of exchange of another date for £45 19*s.* 6*d.* (*ante*, p. 531). The defendant being an American subject resident abroad, the writ had been issued by leave of the court for service out of the jurisdiction under order 11. Notice of the writ was duly served on the defendant abroad, and the defendant entered an appearance to the action. After the defendant had delivered a defence denying all liability, the plaintiff took out a summons for leave to amend the indorsement on the writ as above. It appeared that the plaintiff, in making the original indorsement, had by mistake filled in the printed form with a claim on a bill of exchange, which had been already met, instead of a claim on a bill of exchange which remained due and unpaid. LAWRANCE, J., at chambers, gave the plaintiff leave, under ord. 28, r. 1, to make the amendment asked for. On appeal to the Divisional Court (CAVE and COLLINS, JJ.) his decision was affirmed. The defendant appealed to the Court of Appeal. It was argued on his behalf that the judge at chambers had no jurisdiction to allow the amendment to be made, and that the rules of order 28 did not apply to the case of a writ which had been issued by leave of the court under order 11. The application was in effect an application to substitute one cause of action for another, or, in other words, to commence a fresh action; and this could only be done by again complying with the formalities required by order 11. If such an amendment could be allowed, it would follow that under rule 2 of order 28 a plaintiff might in some cases, without having to ask for any leave, amend an indorsement on a writ which he had obtained by leave under order 11 by adding or substituting a cause of action to which order 11 did not apply.

THE COURT (LORD ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said this was the case of a blunder made by a person who had a good cause of action. Ord. 28, r. 1, applied in terms to a mistake made in an indorsement, and allowed such a mistake to be amended. But it was argued that this rule did not apply to a case where a writ had been issued by leave for service out of the jurisdiction. It seemed to him that there was no reason why such a blunder should not be amended in a case where the defendant was resident abroad just as it might be amended where the defendant was in this country. As to the suggestion that a plaintiff might in some case, if this were allowed, amend a writ issued under order 11 by adding a claim in respect of a cause of action which was not within order 11, they would deal with that case when it arose.

KAY, L.J., said the objection amounted to this, that no writ which had been issued for service out of the jurisdiction could ever be amended. But none of the rules said that an amended writ must be served again. An amended writ had only to be filed and delivered, and that could be done in the case of a defendant resident abroad, if he had appeared, just as well as in the case of a defendant resident in this country. If a plaintiff, who had issued a writ under order 11, sought to amend the writ by introducing a cause of action which was not within order 11, that would be a good reason for refusing to allow the amendment.

A. L. SMITH, L.J., concurred.—COUNSEL, *F. Watt; Ralph V. Bankes.* SOLICITORS, *Webster & Webster; W. H. Herbert.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**JOLIFFE** *v.* **WOODHOUSE**—No. 2, 22nd June.

METROPOLIS—BUILDING—PARTY WALL—BUILDING OWNER—RIGHT TO PULL DOWN PARTY WALL—DUTY TO REBUILD WITH REASONABLE DESPATCH—CONTRACTOR—NEGLIGENCE OF CONTRACTOR—DELAY IN REBUILDING—BUILDING OWNER'S LIABILITY—METROPOLITAN BUILDING ACT, 1855 (18 & 19 VICT. c. 122), s. 85 (3).

Appeal by the defendant from the judgment of Grantham, J., at the trial of the action, when the jury found a verdict for the plaintiff with £40 damages; the appellant also, in the alternative, asked for a new trial, on the grounds of misdirection and that the judge had no power to allow the plaintiff to amend his statement of claim by suing in respect of a cause of action that had arisen after the date of the issue of the writ. The plaintiff was the occupier of No. 17, Coronet-street, Hoxton, as tenant from year to year. The defendant was the owner of the adjoining house, No. 19. The defendant, having determined to rebuild his house, served a notice under the Metropolitan Buildings Act, 1855, upon the plaintiff of his intention to pull down the party wall, about 20 feet long, between the two houses, and on the 16th of February, 1893, the defendant began to pull down the party wall. Thereupon the plaintiff, on the 17th of February, issued the writ in this action for an injunction to restrain the defendant from interfering with the party wall, and obtained an *interim* injunction. The action came on for trial before Bruce, J., on the 24th of April, 1893, when it appeared that the real grievance of the plaintiff was the delay on the part of the defendant in rebuilding the party wall, which was not finally rebuilt until August, 1892; Bruce, J., thereupon, by the consent of both parties, ordered the trial of the action to stand over, and directed the plaintiff to give particulars of the damage of which he complained. On the 17th of April, 1894, the plaintiff delivered the particulars, from which it appeared that the chief ground of damages was the unreasonable delay on the part of the defendant in rebuilding the party wall. The action came on for trial before Grantham, J., and a common jury, on the 23rd of May, 1894, and at the trial Grantham, J., gave leave to the plaintiff to amend his writ and statement of claim so as to raise the issue of delay in the rebuilding, the judge being of opinion that such leave to amend was implied by the consent order made by Bruce, J., on the 24th of April, 1893. The jury found a verdict for the plaintiff with damages £40, and judgment was entered accordingly. The defendant appealed, and contended first that Grantham, J., had no power to allow the claim to be amended, inasmuch as the cause of action now relied on had arisen since the date of the issue of the writ, and was really a new cause of action altogether; and secondly, that as the defendant had employed a competent builder as contractor to rebuild the party wall, and as the injury to the plaintiff had not been occasioned by anything hazardous in the nature of the work itself, but merely by the delay on the part of the contractor in rebuilding, it was the contractor, and not the defendant, that was liable to the plaintiff.

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.), without calling on the plaintiff, dismissed the appeal.

LINDLEY, L.J., said that it had been argued on behalf of the appellant that when the action first came on for trial before Bruce, J., the cause of action relied on by the plaintiff was not sustainable, and that there was no power to amend so as to include in the cause of action relief claimed in respect of injury sustained after the issue of the writ. It was not necessary to decide that point, as it had been clearly waived by the defendant's consent to the order made by Bruce, J., but in his lordship's opinion, even apart from the consent order, it was lawful for the judge to allow an amendment so as to include damage occurring after the issue of the writ. Then it was argued that the defendant (the appellant) was not liable for the injury sustained by the plaintiff by reason of the delay in rebuilding, because the defendant had employed a proper architect and a proper builder, who were responsible for the negligence, if any, which gave rise to the delay in rebuilding. That argument was founded on a mistake. What was the right and what was the duty of a building owner who knocked down a party wall? Under the Metropolitan Building Act, 1855, such person had a right to pull down a party wall for the purpose of rebuilding his own house, but it was a right coupled with a duty imposed on him both by common law and statute to rebuild the party wall with all reasonable despatch. The right was given on the terms and condition that the person exercising the right should perform the duty. The plaintiff had a cause of action against the defendant for breach of that duty, and it was no answer for the defendant to say that he had delegated that duty to his architect and builder. The defendant was liable for the negligence of the persons he employed. The class of cases where an employer who had engaged a competent contractor was held not liable for the negligence of the contractor were not in point. Where a person had a duty imposed on him, he must perform it, and it was no answer to say

that he had delegated it to another. The defendant might employ a contractor, of course, but that did not enable him to get rid of the responsibility for the breach of the duty he owed to the plaintiff to rebuild the party wall within a reasonable time. That principle of law was clearly established by *Bower* v. *Peate* (1 Q. B. D. 321) and *Hughes* v. *Percival* (31 W. R. 725, 8 App. Cas. 443). The wall was not rebuilt in a reasonable time, and that was the cause of action which was well founded. It was impossible for the court to say that the damages given were excessive. The appeal should, therefore, be dismissed.

LOPES, L.J., in concurring, said that the first point was answered and covered by the consent order. On the second point the case of *Cubitt* v. *Porter* (8 B. & C. 257) decided that an action would not lie against an adjoining owner for pulling down a party wall for the purpose of rebuilding it, but he was bound to do so without causing any unnecessary inconvenience to his neighbour, and without unreasonable delay. That also appeared from section 85, sub-section 3, of the Metropolitan Building Act, 1855, which provided that no building owner should exercise any right thereby given "in such manner or at such time as to cause unnecessary inconvenience to the adjoining owner." An absolute duty was thrown upon the person knocking down the wall to do so within a reasonable time and in a reasonable manner, and he could not delegate that duty to a contractor. In his lordship's opinion the cases of *Bower* v. *Peate* and *Hughes* v. *Percival* established an exception to the general rule of law that if a competent contractor is employed the employer is not liable for the negligent acts of the contractor; and those cases laid down the principle which was applicable to this case.

DAVEY, L.J., said that Mr. LAWRANCE's argument could only be supported by confusing two classes of cases. Where a man owed a duty to his neighbour he could not free himself of that duty by delegating it to another person. Where, on the other hand, a man employed a contractor to do work which, if properly and skilfully done, did not involve any interference with his neighbour's rights, but the contractor went out of his way to interfere with public or private rights, then it might be that the employer would not be liable if he employed a competent contractor, and the contractor alone would be liable. Here the defendant had a statutory and common law licence to take down this party wall, subject to the duty of rebuilding it with reasonable despatch, and when he employed a contractor to do the work he took upon himself the responsibility of seeing that that duty was adequately performed.—COUNSEL, *A. T. Lawrance* and *J. W. St. L. Leslie*; *T. E. Crispe* and *Swanton*. SOLICITORS, *Peake, Bird, Collins, & Peake*; *A Stancomb Dunn*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

**GUILD & CO. *v.* CONRAD**—No. 2, 21st June.

VERBAL PROMISE—INDEMNITY OR GUARANTEE—STATUTE OF FRAUDS, s. 4.

This was a motion by the defendant for judgment or a new trial on appeal from the verdict and judgment at the trial of the action before Mathew, J., and a special jury on May 7. The defendant, a partner in the firm of Conrad, Wakefield, & Co., in June, 1888, gave the plaintiff a written guarantee for £5,000, in consideration of the plaintiff's allowing the firm to draw upon him. In December, 1891, the firm's overdraft exceeded £4,000, and the plaintiff declined to continue to take up their bills, whereupon the defendant verbally undertook to provide funds to meet bills of the firm for £5,950 then falling due, and again in January, 1892, undertook verbally to provide funds to meet other bills of the firm for £5,280 then falling due. The action was brought to recover (*inter alia*) the above sums of £5,000, £5,950, and £5,280. At the trial the defendant denied that he gave any promise of guarantee or indemnity in December, 1891, or January, 1892. The jury found that the defendant verbally undertook to provide funds to meet the bills for £5,950 and £5,280, in December, 1891, and January, 1892. The learned judge thereupon held that the undertakings of December, 1891, and January, 1892, were not guarantees, and were not therefore required to be in writing under section 4 of the Statute of Frauds, and that the plaintiff was entitled to recover upon them. The defendant appealed.

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., in delivering judgment, said: The case is very near the line. The jury found that the defendant in December, 1891, and January, 1892, undertook verbally to meet the bills of the firm. Thereupon it was arranged that all further questions should be left to the judge. The judge then addressed his mind to the question whether the defendant's promises were in such shape that the Statute of Frauds rendered them inoperative because they were not in writing, or whether they were in such shape that the statute did not apply. The learned judge found that the promises were not promises to pay the plaintiff if the firm did not pay, but were promises to find funds to enable the plaintiff to meet the bills. It was said that the contracts were conditional upon the failure of the firm to meet the bills. But I am inclined to think that the defendant did promise that if the plaintiff would accept the bills of the firm, he would take care that they were met, and that the plaintiff accepted the bills on the faith of that promise; if that were so the defendant was primarily responsible, and the promises amounted to promises to indemnify, and were not merely guarantees, and therefore this case is indistinguishable from *Thomas* v. *Cook* (8 B. & C. 728), where it was held that a promise to indemnify was not within the words and policy of the statute; see also *Wilds* v. *Dudlow* (L. R. 19 Eq. 198). *Thomas* v. *Cook* was not followed in *Green* v. *Cresswell* (10 A. & E. 453), but it was considered to be right in *Hargreaves* v. *Parsons* (13 M. & W. 570), and *Reader* v. *Kingham* (13 C. B. N. S. 344). *Thomas* v. *Cook* and *Wildes* v. *Dudlow* in my opinion are good law, and were rightly decided; whether or not *Re Bolton* (8 Times L. R. 668) is distinguishable I do not know. I consider, therefore, that these promises were promises to indemnify, and that the statute does not apply.

LOPES and DAVEY, L.JJ., concurred.—COUNSEL, *Herbert Reed*, Q.C., and *J. F. P. Rawlinson*; *Robson*, Q.C., and *Scrutton*. SOLICITORS, *Bannister & Reynolds*; *Parker, Garrett, & Parker*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

## High Court—Chancery Division.

***Re* QUEENSLAND LAND AND COAL CO., DAVIS *v.* MARTEN**—North, J., 21st June.

DEBENTURE—ISSUE IN BLANK—EQUITABLE TITLE.

On the further consideration of this case the question (*inter alia*) of the validity of the issue of £20,000 worth of debentures to the Queensland Bank to secure a loan of £6,000 was raised. The debentures had been issued with the name of the person to whom payment was to be made in blank. A resolution authorizing the issue as security for the loan had been passed the day before the debentures purported to be issued. It was submitted that the debentures were void, and did not amount to a valid contract to issue debentures.

NORTH, J.—In my opinion the claim of the bank must be allowed. The first question is whether the "debentures," as I will call them for the sake of convenience, give a legal right or not. To my mind it is clear that they do not. The document runs: "The Queensland Land and Coal Company, in consideration of £500, will pay to , or any transferee, £500." The name of the person to whom payment is to be made is left blank, and the only way this omission can be supplied after the issue is by the re-execution of the document by the company. Shepherd's Touchstone (vol. 1, p. 54), *Weeks* v. *Maillardet* (14 East, 568), and *Enthoven* v. *Hoyle* (13 C. B. 373), are sufficient authority for this proposition. Assuming, however, that there was a clear definite contract that the bank was to have debentures issued to it in respect of its loan to the company, I think it has a claim as good as that of the debentures, only the claim is equitable instead of legal. *Re Strand Music Hall Co.* (3 De G. J. & S. 147) is exactly in point. Mr. Hardy has raised two other objections, however, to the bank being in equity holders of the debentures that there was a contract to issue to it. The first is the Statute of Limitations, but there are payments of coupons sufficiently recent to take the case out of that statute. The second objection is the Statute of Frauds. I think, however, that a sufficient memorandum exists. The debenture is an admission by the party whose name is attached to the deed, although the document fails to work the purpose intended. You can see what the terms were in a writing under the hand of the party to be charged. When I compare the bond, the trust deed, and the resolution of the 23rd of October, and look at the document sealed on the 24th and registered the same day, it is clear that they are sufficiently connected in point of time to shew that there is in reality but one transaction. As to the chairman's signature, to raise a loan was within the powers of the officers of the company. The only question might have been whether they did not offer too much security, but events have proved that this was not the case. It was the duty of the chairman to sign the minutes, and this, followed by the issue of debentures under the company's seal, was sufficient: *Jones* v. *Victoria Graving Dock Co.* (25 W. R. 348, 2 Q. B. D. 314). Mr. Hardy says that this case differs, because here there is a contest between the debenture-holders and the bank, but in my opinion the bank is equitably a debenture-holder, and the *Strand Music Hall case* seems exactly in point, for there too, I take it, other persons claimed equally with the persons who had an equitable title. It is said that I ought only to allow the bank to come in and prove upon terms, but either it has a valid claim or it has not. If its claim is not valid, there is no reason that its claim should be allowed on any terms; if its claim is valid, I see no reason for depriving it of what it contracted for.—COUNSEL, *Cozens-Hardy*, Q.C., and *G. F. Hart*; *Swinfen Eady*, Q.C., and *A. Young*; *Eve*; *Scrivener*; *Pattison*. SOLICITORS, *Biggs, Rocke, & Co.*; *Stretton, Hilliard, & Co.*; *Chappell & Griffith*; *Hubbard, Son, & Eve*; *Hores & Pattison*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

**BOLTON *v.* CURRE**—Stirling, J., 22nd June.

PRACTICE—RECEIVER—LAND IN IRELAND—DISCRETION OF COURT—EQUITY AGAINST BENEFICIARY REQUESTING BREACH OF TRUST—ASSIGNMENT OF BENEFICIARY'S INTEREST.

This was a motion for the appointment of a receiver of certain real estate in Ireland. The action was brought to compel the replacement of a sum of £4,000 Great Western Railway 5 per Cent. Rent-charge Stock sold in breach of trust by the trustees of the marriage settlement of the defendants Neptune W. Blood and Constance R. Blood and advanced to the husband, and to have any moneys expended in replacing this stock, with interest, recouped out of the property of the beneficiaries, at whose request and for whose benefit the breach of trust was committed. By the settlement, dated the 25th of July, 1877, the defendant Blood brought into settlement a sum of £5,000 secured, with interest, by a mortgage of certain estates in Ireland belonging to him, and the defendant Constance R. Blood brought into settlement, besides other property, a legacy of £5,000 payable under her father's will. This legacy of £5,000 was invested by the trustees of the settlement in the above-mentioned sum of Great Western Railway Stock. In 1885, at the request of Mr. and Mrs. Blood, the trustees sold this stock and advanced the proceeds, amounting to £5,373 17s. 6d., to Blood on security of his said Irish estates, which, besides being subject to the mortgage already mentioned in favour of the settlement trustees, were also subject to various other incumbrances. The settlement contained no power to invest the trust funds upon equitable or second mortgages, and the advance of the proceeds of the railway stock

was consequently a breach of trust. There were children of the marriage entitled in remainder under the settlement. By an indenture dated the 12th of August, 1893, Blood assigned to the defendant Catherine J. Studdert his life interest under the settlement in the mortgage debt of £5,000 brought by him into settlement. The statement of claim alleged that at the date of this assignment Mrs. Studdert had notice that the advance made in 1885 to Blood was made out of funds subject to the settlement and upon a security not authorized by the settlement, but there was no evidence on this point. The action was brought by the legal personal representative of a deceased trustee. The surviving trustees were defendants. The plaintiff was willing that Mr. Blood's agent, Studdert, who was already in receipt of the rents as such agent, should be appointed receiver. Counsel for Mr. and Mrs. Blood referred to the Supreme Court of Judicature Act (Ireland), 1877 (40 & 41 Vict. c. 57), establishing land judges with jurisdiction, upon petition, to appoint receivers. They did not dispute the jurisdiction of the Chancery Division in England to appoint a receiver of this property, but contended that a receiver so appointed would, as a matter of fact, be unable to sell the property or to collect the rents, especially as no order of attornment was asked for; that recourse to the Irish court would ultimately be necessary, and that the appointment of a receiver on the present application would merely have the effect of increasing the costs. Counsel for Mrs. Studdert contended that at the date of the assignment of Blood's life interest to her no equity against the beneficiaries existed in favour of the trustees, such equity not arising until the trustees had paid the money into court, and that, therefore, the appointment of a receiver should not extend to her life interest.

Stirling, J., referred to the Supreme Court of Judicature Act (Ireland), 1877, and said that the existence of the special jurisdiction created by that Act was a consideration entitled to great weight in deciding whether he should appoint a receiver in Ireland. But the jurisdiction of the court was not ousted, and, as no difficulty in collecting the rents had been proved, and as the plaintiff was willing that Studdert, who was already receiving the rents as Blood's agent, should be appointed receiver, the objections to appointing a receiver of Irish estates were largely modified. He saw no reason why, in the meantime, the present state of things should not continue, the surplus rents being paid into court, and he therefore appointed Studdert receiver. As to Mrs. Studdert's life interest, his lordship held that at the date of the assignment the life interest was subject to an equity in favour of the remaindermen under the settlement, and that, upon payment into court, this equity became vested in the trustees. Mrs. Studdert had not assisted the court by much information as to the circumstances attending the assignment, but the present application was interlocutory only, and his lordship thought the appointment of a receiver should extend to the life interest assigned to Mrs. Studdert till the trial or further order. — Counsel, *Graham Hastings*, Q.C., and *F. L. Wright*; *Carson*, Q.C., and *Butcher*; *H. Fellowes*; *J. R. Brooke*. Solicitors, *Patersons, Snow, Bloxam, & Kinder*; *Booty & Bayliffe*; *Latley & Hart*; *Hugh Wharton*.

[Reported by Arnold Glover, Barrister-at-Law.]

*Re* **CHRISTCHURCH INCLOSURE ACT; MEYRICK *v.* ATTORNEY-GENERAL**—Stirling, J., 23rd June.

Public Health Act, 1875 (38 & 39 Vict. c. 55), ss. 4, 150—"Owner"—Turf Common—Lord of Manor subject to Charitable Trusts in favour of Cottagers.

This was a summons raising the question whether the lord of the manor of Christchurch, in Hampshire, was liable as "owner," within the meaning of section 150 of the Public Health Act, 1875, to contribute to the expenses of paving certain roads, in respect of such portion of the roads as adjoined a turf common formerly part of the waste of the manor. The Christchurch Inclosure Act, 1802 (42 Geo. 3, c. xliii.), empowered the Inclosure Commissioners to allot to the lord of the manor, in trust for the occupiers of certain cottages, in lieu of their rights or pretended rights of cutting turf, portions of the waste for a turf common, to be managed as the lord and the churchwardens and overseers should order, and not to be depastured. By an award made under the Act in 1806 the commissioners allotted to the lord of the manor certain lands as a turf common. It was established by decisions of the Court of Appeal and of the House of Lords (38 Ch. D. 520, 36 W. R. Dig. 30; 1893, A. C. 1) that the soil of the turf common, in respect of which the question now arose, was beneficially vested in the lord of the manor, subject to the trusts imposed by the Act in favour of the cottagers; and the Court of Appeal decided that the trusts in favour of the cottagers were charitable trusts. The Bournemouth Improvement Commissioners, formerly the local authority under the Public Health Act, 1875, served notices upon owners of lands adjoining certain roads, calling upon them to sewer, level, pave, metal, flag and channel these roads. The roads adjoined the turf common above referred to, and Sir George Meyrick, the lord of the manor, was served with one of the notices. He did not do the work, and such work was done by the commissioners. The Bournemouth Corporation, who had become the local authority and succeeded to the rights of the Bournemouth Commissioners, were parties to the action, and claimed payment by the lord of the expenses incurred by them in paving the roads adjoining the turf common. It was agreed that the question between the parties should be decided on the present application. Sections 4, 150, 151, and 257 of the Public Health Act, 1875, were referred to.

Stirling, J., said it was contended on behalf of the lord of the manor that he was not "owner" of the common within the meaning of the Public Health Act, 1875, inasmuch as the provisions of the Inclosure Act prevented the common from being let at a rack-rent. Those provisions unquestionably interfered with the beneficial ownership of the lord to a material extent. His lordship was not satisfied that they entirely prevented the common from being let, but for the purposes of his judgment assumed such to be the case. In *Bowditch* v. *The Wakefield Local Board of Health* (L. R. 6 Q. B. 567) the person who was sought to be charged as owner held the property as one of three trustees to whom land had been conveyed under section 2 of 4 & 5 Vict. c. 38 for the purposes of the Act, and to permit the premises, and all buildings erected thereon, to be for ever used as a school for the education of poor children, and for the residence of the master and mistress, and for no other purpose whatsoever. Moreover, the same section enabled owners of land to convey in fee simple any quantity not exceeding one acre of such land as a site for a school, with a proviso that upon the land so granted ceasing to be used for the purposes of the Act the same should revert to the estate. The Legislature, therefore, annexed a condition to the validity of such a conveyance which prevented the letting of such land; nevertheless, it was held that the appellant was "owner," and, therefore, liable to a rate similar to that in question in the present case. That was a strong case, and it had been recognized by the Court of Appeal in *Wright* v. *Ingle* (34 W. R. 220, 16 Q. B. D. 379). Reliance had been placed by counsel for the lord of the manor on the remarks of Lord Bowen in the last-mentioned case, but his lordship was not persuaded that the learned Lord Justice meant his remarks to apply to a case such as the present. In his opinion, therefore, the claim of the Bournemouth Corporation ought to be allowed. — Counsel, *Graham Hastings*, Q.C., and *Kenyon Parker*; *Buckley*, Q.C., and *R. Ibton*; *Ingle Joyce*. Solicitors, *Lovell, Son, & Pitfield*, for *J. & W. H. Druitt*, Bournemouth; *Crawley, Arnold, & Co*; *Hare & Co.*

[Reported by Arnold Glover, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**GORDON AND OTHERS *v.* THE VESTRY OF ST. MARY ABBOTTS, KENSINGTON**—25th June.

Metropolis—Street Improvements—Power of Vestry to take Land and Houses compulsorily—Power to take part of a House—Injunction—57 Geo. 3, c. xxix., ss. 80, 82.

This was a motion in the above action for an *interim* injunction to restrain the defendant vestry from further proceeding under certain notices to take possession of a porch and steps forming part of the plaintiffs' public-house abutting on High-street, Kensington. The vestry desired to acquire the porch, &c., in order to widen the footway of the street, but did not desire to take the rest of the house of which they formed part. Their notices were given under section 82 of Michael Angelo Taylor's Act (57 Geo. 3, c. xxix.) and related solely to the "stone porch steps and cellar-flap." The plaintiffs contended that the vestry had no power to take those portions of the premises without taking the remainder of the house with them, and alleged that the porch, &c., could not be removed without altering the character and appearance of the whole house and necessitating certain structural alterations in the cellar and ground floor of the house. There was not sufficient evidence before the court to enable them to judge how far the character and use of the whole house would be affected by the taking of the required portions only, and this decision was chiefly confined to the question whether under any circumstances it was competent for a public authority acting under the statute mentioned to take a portion only of a house. Section 80 of 57 Geo. 3, c. xxix. (Michael Angelo Taylor's Act) empowers the commissioners, or trustees, or other persons having the control of the pavements of any parochial or other district to alter, widen, or extend any of the streets within their district, and enacts that "if any houses, walls, buildings, lands, tenements, and hereditaments, or any part thereof shall be adjudged by the said commissioners, &c., to project into, obstruct, or prevent them from so altering, &c, the said streets . . . and that the possession, occupation, and purchase of such houses, walls, buildings, lands, tenements, or hereditaments will be necessary for that purpose" it shall be lawful for the said commissioners, &c., to treat, contract, and agree with the owners or occupiers "of all such houses, walls, buildings, lands, and hereditaments," for the purposes aforesaid, and to pull down "such houses, walls, and buildings," and lay the sites thereof into the said streets. Section 82 provides for disputed compensation being determined by a jury, the reference throughout being to "houses, buildings, lands, tenements, or hereditaments," without any express reference to part of a property. On behalf of the plaintiffs it was argued that, although under these sections a part only of land belonging to one owner might be taken, a house could not be so divided. The vestry contended that the sections contemplated the compulsory taking of the part of a house which caused the obstruction. *Thomas* v. *Daw* (L. R. 2 Ch. 1), *Teuliere* v. *Vestry of St. Mary Abbotts* (30 Ch. D. 642), and *Gard* v. *The Commissioners of Sewers* (28 Ch. D. 486) were cited.

The Court (Cave and Collins, JJ.) refused to grant the injunction.

Cave, J.—In this case the plaintiffs move for an injunction to restrain the vestry from going on with their proceedings for taking a part of their tavern, and for having the compensation payable to the plaintiffs assessed. The plaintiffs allege that if the vestry takes a portion of the house that will involve an alteration in its appearance and will diminish its value, and that the vestry have no power to take the part only. In my judgment the facts which are established are not sufficient to warrant our granting an injunction. The question whether a part of a house can be taken under this Act has never been decided, but there are cases as to taking part of a person's land, and in these cases *dicta* are to be found which, although not binding upon us, deserve our respectful consideration. It is clear, upon these decisions, that these authorities are entitled to take a part of a piece of land which belongs to one and the same owner. But

when a house is being dealt with somewhat different considerations apply: land admits a division without altering the character of the part which is left, but a house cannot be divided so as to make two houses: if you cut a house into two equal parts, and take one part, the part which is left is not a house at all, but something essentially different in character. I do not think that this Act contemplates that being done. If it were made out that that is what is proposed here, I should be clearly of opinion that the Act does not permit it, and that it would be the whole house which formed the obstruction. But if it were proposed to take a few feet of a projection in front of a house existing for ornament, the effect being to leave the house substantially what it was before, I should be of opinion that that could be done under the Act. The present case seems to me to fall between these two cases. There is some evidence that if this porch were taken some alterations would be necessary in the front of the house and in the cellar. Is that a taking of a portion of the house such as is not warranted by the Act? That is a point I am unable to decide upon the evidence as it stands. If so much is taken as to make it necessary to adapt the house to a new use by structural alterations so that it would be very difficult to assess the compensation, I think that is not permitted: but if substantial alterations would not be required and the business could be carried on as before, I think the vestry would have power to take the part. This is a question which must be tried in the action, and we cannot decide it upon affidavits unless they are undisputed. I do not think that the ground has been laid for an *interim* injunction here: we cannot tell which way the balance of convenience lies. The vestry will, however, proceed at their peril, and if they are taking a substantial part of the house, and we are right in our view that they have not power to do that, their proceedings may be entirely wrong. But at present this motion must be discharged.

COLLINS, J.—I am of the same opinion. Looking at the language of section 80 of this Act and the cases which have been decided upon it, I think it is too late to argue that the vestry can only take the whole of a house. It is true that in section 82 there are no words pointing to a dealing with anything less than a whole, whether land or houses. But section 80 lies at the root of the whole matter. Under that section the adjudication of the public authority may be limited to a part of a house, and the construction has been adopted in several decisions that the subsequent words, "such houses, walls, and buildings," must be taken to embrace a part of a house. Then in section 82, which relates to compulsory taking, the same words, "such houses, &c.," are used. I think that the construction of these words which has been adopted upon section 80 applies equally to section 82. It follows that the authority has power to resolve that a *part* of a house, not merely a part of a piece of land, obstructs and is necessary for the purposes of the improvement. Both in *Thomas* v. *Daw* and *Gard* v. *The Commissioners of Sewers* the courts arrived at the conclusion that where something less than a whole has been adjudged necessary to be taken the authorities have power to put their compulsory powers into force. That is, I think, not merely a *dictum*, but a substantial decision in those cases. It is not enough, in my opinion, in order to oust this power of the authorities, to say that the obstructive part cannot be removed without altering the appearance of the house and diminishing its value. No doubt there is a distinction between land and houses as to their capacity for being divided; but there are cases in which a part of a house can be cut off without altering the identity of the house, and I think that where the authority can point to a part of a house as obstructive, and that part is separable from the house itself, they can proceed; but where the part is so indissolubly linked with the house that to take it would alter the whole character of the house, I think they cannot proceed to take it. In the present case the facts are not fully before us, and the plaintiffs have failed to establish a case for an injunction. Motion refused.—COUNSEL, *W. Willis*, Q.C., and *Maurice Powell*; *Channell*, Q.C., and *Freeman*. SOLICITORS, *Peacock & Goddard*; *Pontifex, Hewitt, & Pitt*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## Solicitors' Cases.

*Re* **J. F. READ** (a Solicitor, &c.)—Kekewich, J., 23rd June.

COSTS—CONVEYANCING—SUB-SALE—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44)—GENERAL ORDER, RR. 2 (A) (c), 4.

This was an application by a solicitor to review the taxation of his bills of costs. B. and C. purchased property from a building society for £2,550, and before the completion of the purchase resold part for £1,800. The applicant, who acted for B. and C., delivered two bills of costs under Schedule I. of the Solicitors' Remuneration Act, charging them with scale fees respectively as purchasers on £2,550, and as vendors on £1,800. The Liverpool District Registrar in taxing the former bill allowed the solicitor the scale fee on £750 only, on the ground that as to the balance he did not complete the purchase (General Order, r. 2 (*a*)), and he also disallowed a charge made for the copy of the plan on the conveyance, for which the law stationer charged fifteen shillings.

KEKEWICH, J., said the property was sold by the original vendors for £2,550, and before completion of the purchase part was resold by the purchasers for £1,800. The whole transaction was completed by two deeds, practically contemporaneous, part of the property being conveyed by one to the sub-purchasers direct by the direction of the original purchasers, and the rest of the property to the original purchasers. Was the conveyance to the sub-purchasers a conveyance by the original vendors to the original purchasers? His lordship thought it was. The original purchasers were entitled to have the property conveyed as they pleased and to whom they pleased, provided that by so doing additional costs were not imposed on the vendors. Such a conveyance was a conveyance to the original purchasers. The result was that the whole £2,550 was really found by the original purchasers. It was a sub-contract, and they were independent vendors. If carried out by two independent deeds, viz., a conveyance to the original purchasers and then by them to the sub-purchaser, no question would arise. The solicitor's contract was to do whatever was necessary for the completion of the conveyance. It happened the clients did not require the preparation of the conveyance to the sub-purchaser with his own hands, but in substance he did prepare it, and where work is in substance done it is sufficient. The solicitor is entitled to the scale fee for acting for the original purchasers on £2,550, and for acting for them as vendors on £1,800. As regards the copy plan on the conveyance, his lordship held that as it did not require the skill and labour of a surveyor to prepare, but was such as a law stationer would make, it was intended to be, and was in fact, covered by the scale charge.—COUNSEL, *Warmington*, Q.C., and *P. O. Lawrence*; *O. L. Clare*. SOLICITORS, *J. F. Read*, Liverpool; *F. Venn & Co.*, for *Thos. Etty*, Liverpool.

[Reported by F. T. DUKA, Barrister-at-Law.]

**NICHOLS AND ANOTHER** *v.* **THE REGENT'S CANAL CO.**—Q. B. Div., 16th June.

SOLICITOR—COSTS—AGREEMENT—COSTS OF OBTAINING ACT INCORPORATING COMPANY—COSTS PAYABLE OUT OF CAPITAL RAISED—STATUTE OF LIMITATIONS—LIABILITY OF COMPANY.

This was an action to recover a sum of £22,191 17s. 10d., the balance of money alleged to be due by the defendant company for costs to the firm of Higginson & Vigers, who carried on business in partnership as solicitors to the end of the year 1884. The plaintiff Nichols was the trustee in bankruptcy of Mr. Higginson, who became bankrupt in 1885. The facts sufficiently appear from the judgment, the term "plaintiffs" being used to denote the above firm.

CHARLES, J., in the course of a considered judgment, said: The main question in the cause is whether the defendants are liable for costs incurred prior to the date of their incorporation, and in particular for those incurred in obtaining the Act under which they were incorporated, and which received the Royal assent on the 18th of August, 1882, under the title of "The Regent's Canal City and Docks Railway Act, 1882." Two defences were chiefly relied upon up to the time of the trial. First, it is alleged that the plaintiffs' work was done upon the terms that they should only receive out of pocket expenditure—which has duly been paid them—unless the proposed application to Parliament should be successful and the capital raised, and it is said the capital was not raised. Secondly, the defendants plead the Statute of Limitations. A subsidiary defence pleaded that no signed bill of costs had been delivered, but it was not insisted upon at the hearing. The plaintiffs, in answer to the statute, contended—(1) that their claim was, by section 204 of the Act of 1882, a statutory debt, and the period of limitation twenty years; and (2) that if not there had been within the six years' limit acknowledgments in writing sufficient to prevent the statute from running. The defendants further contended that they were under no contract at all with the plaintiffs as to these costs, and that if there was any liability it rested on the promoters, and not upon the company. It is curious that in all the voluminous correspondence and numerous minutes relating to the matter there is no trace of any such contention. On the contrary, the defendants have never asserted, until now, that they were not bound to pay because the liability rested upon others. But the point is certainly open to them, and must, therefore, be considered along with the other defences raised. Before, however, discussing the legal considerations involved in the case, it will be convenient shortly to summarize the facts proved at the trial. In the autumn of 1880 a scheme was contemplated by Mr. J. S. Forbes and others for constructing a railway from the Albert Docks to Paddington, and for the purchase, in connection with the undertaking, of the Regent's Canal. A meeting of those interested was held on the 16th of November, 1880, when it was determined that the plaintiffs should be the solicitors, and it was then resolved that it was "distinctly understood that the professional gentlemen concerned will unite with the promoters by giving their services gratis in the event of the application to Parliament failing, or the capital not being raised, and only receive actual out of pocket expenditure incurred with the sanction of the committee." On the 30th of December, 1880, the plaintiffs wrote a letter agreeing to the terms of this resolution, upon the condition that in the event of an Act being obtained and the capital raised they were to be paid the customary professional charges for work done. The promoters then requested the plaintiffs to proceed (subject to the above terms) with the work necessary to insure a Bill being brought before Parliament in the next session. Payments for disbursements were from time to time made to the plaintiffs until August 18, 1882, when the Act was passed incorporating the defendant company. The capital was fixed at £3,100,000, and by section 67 the company was authorized to resolve that the canal undertaking and necessary capital for it should be a separate undertaking and capital, and, in the event of their so resolving, were authorized to create a separate capital called "the canal capital." This course was adopted by resolution proposed on the 26th of February, 1883, when the canal capital was fixed at £1,275,000. This capital was afterwards raised, and is a part of the capital authorized by the Act of 1882. The residue of the capital, or the "railway capital," has not yet been raised. Section 204 provided that "all costs, charges, &c., . . . shall be paid by the company." In November, 1882, and January, 1883, at meetings of the directors, the question of payment to the professional gentlemen with respect to expenses incurred during the passage of the Bill through Parliament was raised, and, in the result, the plaintiffs were requested to present their proposals. This they did in a letter of the 8th of February, in

which they wrote as follows: "We beg to intimate that we shall only look to the promoters for payment of actual liabilities and moneys out of pocket, looking to the capital of the company for our professional remuneration." That letter was read and approved at a board meeting on the 12th of February. The learned judge here observed that, with reference to the first defence, these minutes and letters, in his opinion, amounted to much more than a mere adoption or ratification by the company of the terms which had been agreed upon between the promoters and the plaintiffs. Ratification there could not be because the company was not in existence when the contract was made, and "ratification must be by an existing person on whose behalf a contract might have been made at the time." See *per* Willes and Byles, JJ., in *Kelner* v. *Baxter* (L. R. 2 C. P. 174). In his opinion, those letters and minutes really constituted a new contract made with the defendants upon the same terms as the former one. That that was the true position of the parties was, he said, beyond question, and the subsequent conduct of the company and the plaintiffs confirmed the view he had taken. It had been suggested that such a contract, being an improvident one as regarded the shareholders' interest, was one which the company's directors could not legally enter into, but he could see no force in that argument. To resume the narrative, he said he would assume that the promoters in the first instance were liable to pay the plaintiffs their charges in the events which happened, and that the company had made a new contract with the plaintiffs to the same effect. In the spring of 1883, the canal capital having been, to some extent, then raised, the plaintiffs, on the 10th of April, wrote to Mr. Forbes, the defendants' chairman:—"We feel that as the work has now been going on for more than two years, and a portion of the capital has been raised, we are fairly entitled to a payment on account of our professional services." On the 12th of April a reply was received from the finance committee declining to entertain any claims "until the capital for the railway shall have been raised." The plaintiffs did not acquiesce in this view, and on the 13th of April they wrote saying that they had never agreed not to consider the canal capital as a portion of the general undertaking. On the 2nd of August, 1883, the canal capital had been wholly issued, and on that day an Act received the Royal assent constituting the canal undertaking and capital a separate undertaking and capital. [His lordship then stated the facts as to the delivery of various bills of costs by the plaintiffs and their efforts to obtain payment of them, and continued:—] It is first contended that the raising of the railway capital was a condition precedent to paying the plaintiffs. Now, the terms of the contract, which, in my opinion, have become binding upon the defendants, are in the minute of the 16th of November, 1880, and the plaintiffs' letter of the 30th of December, 1880. They were to receive the customary professional charges "in the event of an Act of Parliament being obtained and the capital raised." Apart from authority, I would have thought these words satisfied by the raising of the canal capital, which was undoubtedly a part of the capital authorized by the Act of 1882. I do not think the words can mean the whole capital. A substantial issue of the capital has taken place, and, in my opinion, that is sufficient. The learned judge then referred to two unreported cases brought against the present defendants in the Court of Appeal. The first was decided on the 16th of November, 1885. The plaintiff (Allen) sued the defendant company and their solicitors to enforce an undertaking given by the solicitors to pay him the costs he had incurred in opposing the Bill of 1882 out of the "first capital raised." There the court decided that the canal capital was "capital raised." In the second case, decided on the 22nd of February, 1886, the Vestry of St. Luke's were the plaintiffs, and it was to the same effect. There the Master of the Rolls pointed out that neither the company nor the capital authorized to be issued was divided, both were part of the same total authorized capital of £8,100,000. The principles in those two decisions were, in the opinion of the learned judge, entirely applicable to this case; and he held, therefore, that the event had happened which entitled the plaintiffs to be paid. His lordship then dealt with the defence that the plaintiffs' claim was barred by the Statute of Limitations, and upon the question of an acknowledgment of the debt referred to the case of *Re Mitchell's Claim* (L. R. 6 Ch. 822). It had been insisted for the plaintiffs that the letters of the 4th of January, 1884, and on the 13th of June, 1885, from the secretary of the company to the plaintiffs were sufficient acknowledgment. In the former, when sending the plaintiffs a cheque on account "without prejudice" the secretary had written, "My directors wish it to be distinctly understood by you that no applications for any further payment can be entertained until your outstanding bills of costs have been delivered to the company for their examination and consideration." This condition was afterwards performed, and thus the case was brought within the third rule laid down by Mellish, L.J., in the case alluded to. Again, on the 13th of June, 1885, in reply to another request for payment by the plaintiffs, the secretary wrote, "I am instructed to say that the board cannot entertain the application, &c., until the taxation of your several bills of costs." The learned judge said that he inferred from that, too, a promise by the defendant company to pay the bills when taxed. The plaintiffs again contended that the debt they were suing for was due to them under section 204 of the statute, which made the limit one of twenty years. If they were really entitled to sue by virtue of that section, they would, he thought, be clearly right in their contention, and their claim then would be for "debt on statute." But it had, he said, been held that such a section applies only to the promoters of the Act, and not to solicitors employed for reward by them: *Wyatt* v. *Metropolitan Board of Works* (11 C. B. N. S. 744). This had been admitted by the plaintiffs, but they said they had not been employed for reward by the promoters, and that for their professional charges they had no paymaster but the company. If that was the true view of their contract with the promoters they could, he thought, maintain an action on section 204: see *Re Skegness Tramways Co.* (41 Ch. D. 215), especially the observations of Bowen, L.J., at p. 241. In whichever way, therefore, the matter was regarded, the defence of the Statute of Limitations had failed. If the promoters were responsible for these charges in case the Act passed, then the statute would apply, but it was met with the acknowledgments in writing to which he had referred. If, on the other hand, they were only responsible for costs out of pocket, then reliance could be placed on section 204, and the period of limitation had not yet run out. For the reasons given, he thought that all the defences raised had failed, and he gave judgment, therefore, for the plaintiffs with costs, the amount to be ascertained by taxation by the proper officer. A stay of execution was granted pending an appeal.—Counsel, *Finlay*, Q.C., and *G. Lyon*; *Sir Henry James*, Q.C., *Lawson Walton*, Q.C., and *Hollams*. Solicitors, *E. R. Keele*; *Hollams, Sons, Coward, & Hawksley*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

# LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

### Anniversary Festival.

The thirty-fourth anniversary festival of the Solicitors' Benevolent Association was held on Wednesday at the Albion Hotel, Aldersgate-street, Mr. W. D. Freshfield occupying the chair. Amongst those present were Messrs. B. Abrahams, C. T. Arnold, C. Mylne Barker, Hood Barrs, A. G. Beale, H. C. Beddoe, J.P. (Hereford), C. J. Blagg (Cheadle), Wm. Frank Blandy (Reading), E. T. H. Brandon, H. Brandon, W. B. Brook, G. Roddam Burn, R. W. Burn, H. Holland Burne (Bath), J. F. Burton, J. A. Collins, H. Morten Cotton, M. H. Cotton, Hy. Gaselee, Grantham R. Dodd, Archibald Hanbury, A. J. Harris, Samuel Harris (Leicester), Augustus Helder (Whitehaven), W. H. Herbert, W. de B. Herbert, J. E. Gray Hill (Liverpool), W. J. Humfrys (Hereford), John Hy. Kays, L. W. Lewis (Walsall), Thomas Llanwarne (Hereford), Hon. A. Lyttleton, T. Brian Mellersh (Godalming), H. T. Norton, Sir Thomas Paine, F. Rowley Parker, R. Pennington, J. C. Pinniger (Newbury), J. M. Prichard, Warren Pugh, Thos. Rawle, F. H. Rooke, Henry Roscoe, W. A. Sharpe, Wm. Small (Harleeden), Sidney Smith, D. W. Stable, R. W. Tweedie, J. J. E. Venning (Devonport), Frederick Walker (Congleton), G. Brash Wheeler, Alfred S. P. White-Cooper, E. H. Whitehead, Wm. Wills, J. T. Woodhouse, J.P. (Hull), and Harry Woodward.

The association, which is composed of solicitors and proctors practising in England and Wales, was instituted in 1858 to relieve, by donations or annuities, members and their wives and families and the widows and families of deceased members, and, secondly, solicitors and proctors who are not members, their wives, widows, or families. The association has a membership of 3,331.

The toasts of "The Queen" and "The Prince and Princess of Wales, and other members of the Royal Family" having been given from the chair and honoured with the customary loyal enthusiasm,

Mr. Hy. Morten Cotton proposed the health of "The Incorporated and other Law Societies in England and Wales." He said he fancied that most of those present were members of the Incorporated Law Society, so that at the first blush it might be said that he was proposing "Our Noble Selves," but that was not so, because the toast was intended to represent the body, and more especially the Council of the Incorporated Law Society, which was the heart and soul of the society. He was very glad to see there were several members of the council present, and he could scarcely do justice to what the council did for the profession. But he might say that they were a body of men who were taken from the *élite* of the profession, whose experience, whose judgment, and whose ability solicitors generally had the benefit of, and who did this work for them very possibly, and he believed very often, to the neglect of their own business, and without recompense or reward, and he thought they could not be sufficiently grateful to them. These gentlemen by their exertions had raised the position of the body of solicitors to the very high level at which it now stood. It was rather an invidious thing to make comparisons, but when he compared the doings of the Council of the Incorporated Law Society with the body representing what was called the higher branch of the profession, he did not think the former suffered. He did not very often see an account of the proceedings of the other society, but he did see sometimes that there was a great deal of wrangling as to who should be its representatives. They might do good work silently, but he did not think it was reported. At all events solicitors had to thank the Council of the Incorporated Law Society for raising the tone of the profession as they had done for many years past. He was rather proud of being a solicitor, but he might not have been able to say so thirty years ago. Solicitors were "gentlemen by Act of Parliament," though he had never been able to find the particular Act of Parliament. But, this being so, it behoved them to keep up the tone of the profession. From time to time they were told that the council were a lot of old fogies who wanted new blood introduced into their composition. Well, sometimes new blood was very beneficial, but one ought to look at the quality of the new blood. It was found that young men—and it was a very fair ambition—sought to be elected members of the council, who really, by their position, were not always exactly qualified for the office. The sound sense of the members of the society was generally very pronounced on such occasions, and these gentlemen got a fall; they were not elected, but the men who had served the society well were as a rule elected. There was one duty the council had to fulfil which was rather a painful one. They had now the power to consider the cases of misconduct of solicitors, and report them to the judges. This was a very delicate and difficult task for them to perform. It was very distressing to see, as one

sometimes did in the newspapers, that a man whose education had cost a great deal of money, for some slight trip, involving but a small sum, was ruined in his prospects and struck off the rolls. He was sure the council gave the greatest attention to the cases that came before them; they tempered justice with mercy. The toast went also to the other law societies in England and Wales, and he was very glad to see around him many representatives of those societies. Some thirty years ago, when the functions of the Incorporated Law Society were more limited, it did not represent the solicitors in the provinces. There was another society, the Metropolitan and Provincial Law Society which looked after the country solicitors, and he thought the best stroke of business the Incorporated Law Society had ever done was to amalgamate itself with that society. They had seen the result in the annual provincial meetings of the society, which brought the town and country members together, and which had been of the greatest benefit to the profession. It had enabled solicitors to present a bold front to their many enemies, and he hoped this would continue, as he had no doubt it would, because year by year they saw more and more the benefit which was derived from the meetings to which he had referred.

Mr. GRAY HILL (Liverpool), in responding on behalf of the Incorporated Law Society, expressed his regret that the president of the society, who had been set down to reply, was absent from the illness of a relative. Seeing that he (Mr. Hill) was a provincial solicitor he could wish that his place were taken by a London member of the profession. Every solicitor, in his opinion, owed a debt to the profession, which was that he should belong to the central society, which should embrace them all. He had long felt strongly the conviction that it was the duty of every solicitor to belong to the Incorporated Law Society, and he believed the profession would be doing wisely if they obtained an Act of Parliament to compel every new member to belong to the society *ex officio*. Mr. Cotton had referred to the way in which the council did their business. He (Mr. Hill) was comparatively a junior member of the council, and he could remember the time when, hearing it frequently said by the detractors who attended upon all excellence that the council did not perform their duties satisfactorily, but occupied themselves with the entertainment of distinguished persons and with the functions of eating and drinking, he himself was carried away with such ideas. But from the moment when he entered the council he had found that such ideas were completely erroneous. He belonged to several bodies, such as the directorates of companies and councils of societies of various descriptions, and he knew no body whatever to be compared to the Council of the Incorporated Law Society—especially, he had the pleasure to say as a provincial man, to the London members of that council, or who performed their duty to the public more thoroughly. The amount of time, the attention, the devotion which men like Mr. Pennington and Mr. Munton and others whom he could name gave to the affairs of the society passed the wit of man to conceive. He could not have believed it possible, and therefore he thought that the members of the council who did all this work—he could not say he was one, because, residing at a distance, he did not attend so often as others—could afford to disregard these sneers and depreciative remarks, satisfied with the fact that they were doing their duty. Mr. Venning was going to reply for the country societies, and he would only, therefore, make one remark. The country was mapped out into towns and cities and districts where there were societies who governed themselves, the governing bodies being well acquainted with the individual members composing the society and exercising an influence of very great value, disciplinary and otherwise, upon the conduct of the members. Unfortunately, that was not so much the case in London, owing to its huge size, and it was a fact that there were members of the profession in the metropolis who were not so thoroughly subordinated to the influence of the council or interested in the acts and doings of the council as they ought to be. There was a great unmapped, one might almost say, undiscovered country in London, and he wished it were possible to organize that great city into districts for the purposes of the association, and to get up something like—he did not like to use the expression county councils—but something like district councils or subordinate bodies, or some mode of bringing the vast area of London into proper relation with the society. There was only one other word he wished to say, though perhaps he might be anticipating some remarks from the chair, and that was the duty of members of the profession both in London and the country to belong to the Solicitors' Benevolent Association. It was strange, indeed, to find the difficulty one encountered in trying to get new members for the association. He had tried on several occasions and had been trying recently in his own district and had met with but very moderate success. He had gone through the list of Liverpool solicitors and had selected only those men to whom the annual guinea would not be a difficulty, but he had got a very poor response. He was sorry to say that a selfish feeling—happily an erroneous one—prevailed to a great extent, that those who were not members of the association were attended to and relieved as fully as those who were members. That was not the case. He hoped the association would always relieve those who required relief, be they members of the association or not, but he hoped the association would make a distinction between those who had the means and the opportunity of joining and had declined to do so and those who had been members. He urged that the profession should be united. Separatism in politics they knew must exist, but why should separatism exist in the profession? They had but the common object to carry on their profession fairly, justly, righteously and to benefit their clients, following the course of courtesy and pleasant behaviour one to another. Why should they fall into that besetting vice which affected nearly all of them, a kind of repulsion and separatism one against another? Why should they not all unite together? And they might unite together all the better by becoming members of the great society whose health they had been drinking.

Mr. J. J. E. VENNING (President of the Plymouth Law Society) returned thanks for the provincial law societies. He said he had the great privilege as a country member of occupying a seat upon the Council of the Incorporated Law Society, and he could confirm what Mr. Hill had said. He felt it a great honour, and could only regret that, living at a distance, he was unable to attend so often as he could wish. The country solicitors owed a great deal to the Incorporated Law Society. His own society was under the greatest obligation to it, and he believed he could say the same for the country societies generally. There was an increasing desire on the part of the Council of the Incorporated Law Society to co-operate with the provincial societies, and to obtain their views on all important matters. The more that feeling was engendered and encouraged, the better for solicitors in the country. His society was anxious that all the solicitors in its district should become members of it. He could not understand any young man who valued his profession and looked forward to taking a position in it neglecting to become a member of the society in his district. With regard to the Solicitors' Benevolent Association, his experience was similar to that of Mr. Hill, namely, that there was a great difficulty in obtaining new members. He could not understand the difficulty on the part of well-to-do members of the profession because the association was admirably managed and there could be no question that it offered the most valuable benefits. He had had the privilege of belonging to the board for a short time, and could testify to the attendance at its meetings of most experienced men who gave up a considerable amount of time to the examination of the cases brought before them. He had been greatly struck with the care with which the funds were managed. The public seemed to think a solicitor could get any amount of money he wished. He had only to sit down and make out his bill and it would be paid. He (Mr. Venning) went amongst farmers and agriculturists a great deal, and whenever the name of a solicitor was mentioned they seemed to think he had got plenty of money. Such was not the case—there were hundred and thousands of country solicitors who were living upon a very small income indeed, and who were obliged to live like gentlemen and maintain their position, and a great number were striving to do it in the most honourable and honest manner. Many of them had large families to maintain, and when they died, perhaps at an early age, leaving widows and children in poor circumstances, it was not their fault, and he asserted that it devolved upon the more successful members of the profession to contribute the small sum they were asked for yearly to the association. If the profession, generally, would subscribe their annual guinea, the association would have a large income. It was gratifying that the income was gradually increasing, but, looking at the circumstances, there ought not to be such great difficulty in obtaining new subscribers.

The CHAIRMAN gave the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He asked, How did the association stand? and he flattered himself that it stood well. It had spent over £3,700 this year. That meant not so much money as a very large amount of poverty, he might say real grinding poverty, which had been relieved. That was one of the things for which the association was not responsible, but it was responsible for the way in which it relieved it. Few present, he fancied, knew or had come across the grinding poverty which came when a man died young and left his wife and family with absolutely nothing except perhaps the furniture in the house; or when an old man who had worked hard to make £200, or £300, or perhaps £400 a year, and had spent it all in educating his children, found himself at the end of a long life with absolutely nothing. Well, then an appeal was made to the association, and he (the chairman) could say that this day he had seen at the office of the association most touching letters from those who had been helped and been given a start in life again. There was one class of men whom one never could relieve, and that was the young men who came to grief, but who never came to grief of their own fault, but always because of somebody else who had done something or another; the men who were always ready to work, but whenever work was found for them said in the slang of the day that it was "not good enough." Such men were absolutely and entirely hopeless, and such would not receive assistance from the association, for on all sides he heard that every case was properly considered. Every case was most carefully inquired into, and the help was given in such a way that it must be useful. In that respect the association was one of the best, and one of the best managed possible. It helped those who needed help, and whilst it held out a discriminating hand to the young it did not give its help lavishly until it saw that the young deserved help. The association subscriptions were about £2,700 a year, and that meant that there were about 2,200 or 2,300 subscribers out of a body of 15,000 men. This was a very small proportion, and although he was perfectly aware that every possible endeavour was made to obtain new subscribers, he could not help thinking that there was a class of men somehow or other that the association did not touch. The association's income came first from the subscriptions; then there was the interest on its funds, £45,000, which was about £1,700 a year. Then there were the Reardon annuities for members, two of £50 each, and they might fancy what delight a Reardon annuity must give to any poor woman with daughters to support. There were three other Reardon annuities for non-members' families of £25 each; and there were the Hollams annuities. Mr. Hollams had given the association two sums of £1,000 each, which gave annuities of £30 and £28 respectively to the fortunate recipients. He had heard it said that there were only two classes in England who were paid by Act of Parliament, one was the cabman, the other the solicitors. He had never yet heard of a cabman who had been paid less than his fare, and he had never yet known a solicitor who had got the whole of his Parliamentary allowance. Then the association had collected a large sum. There were those who said the association got subscriptions

from its members, and assisted the widows and childen of those who were not members. But he thought that if they looked into the matter they would find that but a very small percentage of the necessitous cases came from among the members of the association. It was right, he thought, that the charity should begin more or less at home, and that the association should give larger grants to their members, for of all insurance he knew of none like this. Let him take a case where a man was a life member. His relatives received £600 as a return for his £10. Another had subscribed £8 8s. and his relatives got £555. Someone else had subscribed £1 1s. and his relatives received £220, and it would be seen that the association was one of the finest assurance societies that could possibly be conceived for the men that needed it. If a member did not want help he was only glad that it should go elsewhere. The report stated that the satisfactory results of personally canvassing for new subscribers had been proved in many large centres, and expressed a hope that local committees would be formed, and that these would lead to a large increase of members in their particular districts. The key-note was personal canvassing. He did not suppose that they could go round and canvass men to subscribe; he did not think such efforts would be appreciated. He noticed that the main difficulty was in the country. He saw that in a place like Dorking there was only one subscriber. Might he submit as a suggestion to the board that in the towns and districts where solicitors were likely to be found they should authorize some member to be their representative, and to submit the case personally when they met other members of the profession, as they must do every market day, to those solicitors who could possibly bear the expense of subscribing. In that way he thought they would get at a section of the profession whom it was difficult to reach, who were living almost a life by themselves, and who would never hear of the association otherwise; and who, if they received the circulars sent out by the association, only put them in the waste paper basket. These men thought the association a very good thing for the rich people in London, but if they were shewn that it was the best assurance they could have, and that if anything happened to them and they were members, and they or their wives and families needed help, they would get it as a matter of course, many would be induced to become members. The interested point of view was always the most successful. Nothing short of personal interviews and personal pressure would induce a great many men to join the association. It was doing the best that it could, and he was quite sure that all present would agree with him that their very best thanks were due to those who managed it, and that their especial thanks were due to their secretary, Mr. Scott.

The toast was drunk upstanding, and with three times three.

Mr. J. H. Kays (chairman of the board of directors) returned thanks. He said the association commended itself to the profession by the reason that it embraced within its operations members and their widows and families throughout the whole of England and Wales. There were many members of the profession who were very fortunately successful in their practice, and to them the board looked to support the associatiation. But there were other members less prosperous, who, when misfortune came—and none could tell when the time of calamity might come—who were glad to apply for aid to the association. He had been a member of the association since 1860, and he could remember that in 1861 the association gave away £10, whilst last year it had distributed £3,750. This proved the progress it had made. There was no reason to complain of the prosperity of the association, because he thought it had advanced far beyond what might have been expected in the short period of thirty-four years during which it had been established. He was satisfied that no other society during that time had done such great things in the way of establishing a considerable permanent fund for the relief of its members, the income of which, and the subscriptions of the members, enabled the board to distribute relief so largely. There were cases of members who had subscribed £5 5s., £6 6s., or £7 7s., whose widows and families had received from £500 to £800, and who were still in the receipt of annuities or grants from the association.

The Secretary (Mr. J. T. Scott) here announced subscriptions and donations amounting to £828, amongst which were the chairman, £21; Messrs. Freshfields & Williams, £105; Mr. H. Elland Norton, £105; Mr. N. T. Lawrence, £25; Mr. John Hollams, £21; Mr. H. Holland Burne (Bath), £21.

Mr. R. Pennington proposed "The Health of the Chairman," who, he said, was the successor of many members of the profession who had acted worthily towards this great association. The chairman had distinguished himself in a way not unworthy of those who had preceded him in the chair. He occupied a position not second to any member of the profession in the metropolis, and he trusted that his great influence would always be exerted on behalf of the association and in order to bring others to interest themselves in a work which those who were members of the board knew was one from which many, it was difficult to say how many, derived a yearly benefit, a benefit of enormous advantage. If those who were present could hear some of the pitiful tales to which the board listened he was sure it would not be long before the income of the association would be equal in guineas to the number of members of the profession.

The toast was honoured with loud cheering, the guests rising to their feet, and

The Chairman briefly acknowledged the compliment.

Mr. Henry Roscoe gave "The Health of the Visitors."

Mr. Henry Gaselee responded.

A selection of vocal music was performed in excellent style by Master W. A. Gough, Mr. J. A. Brown, Mr. Albert James, Mr. Arthur Thompson, and Mr. Frederick Bevan; at the pianoforte, Mr. John Jeffery.

## GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held at Stroud, Gloucestershire, on Wednesday, the 20th inst. Present: Mr. William Warman (Stroud), president, in the chair; Messrs. James Wintle (Newnham), Henry Kinneir and A. E. Withy (Swindon, Wilts), J. Bryan, G. Whitcombe, and H. Allen Armitage (Gloucester), A. J. Morton Ball, R. H. Smith, E. P. Little, L. D. Winterbotham, and A. H. G. Heelas (Stroud), E. C. Sewell (Cirencester), H. Goldingham (Wotton-under-Edge), A. E. Smith (Nailsworth), and John W. Coren (Gloucester) (honorary secretary and treasurer).

The minutes of the last annual general meeting were read and confirmed. The report of the committee of management for the past year was adopted. Gratuities to the amount of £75 were voted to the widows and daughters of deceased solicitors. A donation of £10 10s. was voted to the Solicitors' Benevolent Association. Mr. Nigel Decimus Haines (Gloucester), Mr. John Lapage Norris (Stroud and Stonehouse), and Mr. Edgar Robson Tanner, M.A. (Bristol and Wotton-under-Edge) were elected members of the society. It was resolved that the society continue in association with the Associated Provincial Law Societies for the year ensuing. Mr. R. W. Merriman (Marlborough) was elected president and Mr. James B. Winterbotham (Cheltenham) vice-president for the year ensuing. The following gentlemen were elected as the committee:—Messrs. R. Ellett and E. C. Sewell (Cirencester), M. F. Carter and Jas. Wintle (Newnham), W. S. Jones (Malmesbury), Henry Kinneir (Swindon), W. Warman (Stroud), and J. Bryan (Gloucester). It was also resolved that the next annual general meeting be held at Marlborough. A vote of thanks to the retiring president was unanimously passed. The members afterwards dined together at the Imperial Hotel, Stroud.

[We hope to publish next week extracts from the report of the committee.]

## THE LAND TRANSFER BILL.

We continue from p. 551 the report of the Council of the Incorporated Law Society on this Bill:—

*Next, how does the evidence stand at the present time with regard to cheapness?* It must, in the first place, be borne in mind that the office fees are not, and cannot be, the whole expense of transferring land. Stamps, auction fees, surveyor's fees, and all expenses of that nature must remain as before. The office fees are intended to take the place only of that part of the expense of selling land which strictly relates to the proof of title, a part which, as a rule, is very far from amounting to the whole of the expense. This must always be borne in mind, because the comparison is perpetually made between the office fees, as fixed by the schedule at present in force, and the solicitor's bills which persons find themselves in practice called upon to pay. Between these two no useful comparison can possibly be drawn. The latter, as a rule, include everything, while the former, in most cases, is only a single item. But taking the office fees by themselves, experience has already shown that even under a voluntary system they have very considerable capacity for expansion, the original scale which in 1875 was thought sufficient, having been very largely increased in 1889. The fees of 1889 would almost suggest that the idea of the registry is not to carry on the conveyancing business of the country so as to be just self-supporting, but rather to become a profit-earning Government department. Under a voluntary system a heavy increase in office fees would, of course, stay the flow of business, but under a compulsory system the business is assured, and owners of and dealers in land would be wholly powerless to control the fees charged in any way. On the other hand, under the present system of conveyancing, more especially in small transactions, it is certain that competition has the effect of reducing professional charges to an amount far below that which is authorised as reasonable by the scale of the Solicitors Remuneration Act. The degree to which this is the case can only be properly appreciated by examining an immense quantity of cases which the Incorporated Law Society collected last year with a view to the Bill of 1893, and caused to be printed in a pamphlet entitled "Observations on Land Transfer Bill, 1893" (Spottiswoode & Co.). The general result of the figures of these cases seems to be that, by reason of the stress of competition, small sales in immense numbers are carried out daily in the country at a cost greatly below that which the Solicitors Remuneration Act has fixed as being a reasonable remuneration in such cases. These figures probably constitute the most important, and, it may be added, the most unexpected contribution to the present controversy that has yet been obtained from any source, and it is certainly essential to study them with some care in the original pamphlet, where they are embodied, before it is possible to form a just estimate of the manner in which the present system is working every day in all parts of the country. There is hardly a case in which, if the purchaser had afterwards desired to register himself with an absolute title under the Land Transfer Act, 1875, his expense of registration would not have far exceeded the whole of the cost which he in fact had to pay under the private system. These returns afford a very striking confirmation of Lord Cairns's view in 1875, at the time of the original passing of the Act, when he arrived at the conclusion that a system of compulsory registration was undesirable, because of the great obstacles which it would throw in the way of these small transactions in land. There is necessarily but little evidence of the cost of actual transactions which have been carried through at the Land Registry, because so comparatively little land has been registered that the dealings in it are rare by contrast with dealings in unregistered land. Very remarkable experience, however, is detailed in a striking pamphlet by Mr. J. W. Howlett,* of Brighton. The circumstance that a

* "Land Transfer, 1893." J. W. Howlett. (Spottiswoode & Co.)

large Brighton estate was registered under Lord Westbury's Act of 1862, and that a considerable quantity of such land was subsequently transferred to the Registry under the Act of 1875, has given Mr. Howlett a probably unique experience of the working of the Registries under both Acts. Here, again, it is impossible to summarise usefully. Mr. Howlett's pamphlet requires to be carefully considered in the original. The short effect of it is that in every transaction the expense of dealing with registered land, whether under the Act of 1862 or under the Act of 1875, was considerably greater than if the land had not been registered; that many of the proprietors registered under the 1862 Act have gone to the not inconsiderable expense of removing their land from the registry altogether, while those registered under the Act of 1875 do not do so only because that Act does not permit a removal. On the whole it seems impossible, upon the evidence which has been adduced, not to arrive at the conclusion that it has hitherto been, and is now, a considerably more expensive matter to deal with registered than with unregistered land. Indeed, the only hope that this experience may hereafter be reversed appears to rest upon the view that under the new system the office will be able to adopt a practice involving less elaborate precaution against error, because the existence of compensation will make the consequences of error less disastrous. With regard to this hope it can only be said that if the practice is really relaxed to any appreciable extent the whole system will relapse into a state of insecurity beyond endurance, and the one object which the public seek for in a land transfer scheme—viz., a cheap and safe form of conveyance—will not be attained. Then will the new system be more expeditious? There may possibly be some doubt upon the evidence with regard to expense, but there can be none whatever with regard to expedition. The time occupied in carrying a transaction through the registry is out of all proportion to that occupied in every-day transactions under the private system. The most cursory glance at the dates contained in the cases collected as above described by the Incorporated Law Society, and at the dates contained in Mr. Howlett's experiences, could hardly fail to satisfy even the officials of the Registry in this respect. And if this has hitherto been so when the Registry has but little to do and presumably plenty of time on hand, what must be expected when the compulsory system floods the office with work? The congestion will, of course, be to a great extent relieved by the establishment of District Registries; but even then it is safe to predict that these offices will not prove an exception to the rules which prevail in all other Government offices, namely, that they should be kept undermanned, rather than the reverse, for the sake of economy. There could scarcely be a more serious warning of the block which is certain to occur when the whole business of a large district is brought by compulsion to a Government office than is furnished by the *Times* of May 9th, 1894. From an answer given by Mr. Morley in the House of Commons to a question of Mr. McCartan, it appears that there are at the present moment in the Dublin Registry no less than 8,200 applications waiting to be disposed of, of which 7,622 were lodged more than a year ago; and in 4,780 cases the office is waiting for a response to requisitions sent to the applicants. It is a natural and prevalent idea that, under a system of registration of title, all you have to do is just to send in your papers to the office, and that the office will on receipt make a note of them, and that you will, in the course of a post or two, get back your completed title. This idea is only possible because the real part which the Registrar performs in the transaction easily escapes notice. The Registrar, under a system of registered title, is not a mere recorder of the acts of the parties done outside the office. On the contrary, it is he who does the act, and it is he alone who gives validity to the transaction, and consequently he must in all cases satisfy himself that the act which he does is a proper act in all respects. To scrutinise and check every transaction in this manner must always require considerable time and caution, especially when dealing with so intensely concrete a thing as land. If the subject matter were stocks or shares, the case might be different, for there never could be any question as to "parcels" or maps or plans, and subdivision would be immaterial. But the subject matter being land, the very nature of the case involves the consumption of considerable time in passing each transaction through the office with the degree of certainty which the system must necessarily require. It would seem therefore that, judging both from the evidence of the past and the probabilities of the future, the official system of conveyancing is practically certain to be a dilatory system. Moreover, although in practice there must be great differences between the urgency for completion in different matters, yet when it comes to a question of passing them through the office, it is almost necessary that each case should be taken, in the ordinary course of official routine, in the order in which it is presented for registration.

*Next, will the new system be a simpler one?* On this head the first point to remember is that titles will for the most part be registered as possessory only. A possessory registration leaves everything connected with the title, down to the date of registration, exactly as it was before. From the date of registration subsequent transactions depend upon the Register, but down to the date of registration the title remains as it was before, and in all subsequent dealings the old title will still require to be investigated precisely as before until the registration becomes sufficiently old to itself form such a root of title as a purchaser will accept. Hence for many years, say twenty or thereabouts on an average, a person dealing with registered land would have a double process to go through—first, with the old title down to registration, and, secondly, with the new title in the Registry. The joint expense of the two would be a serious consideration. This difficulty of double title may be perhaps regarded as an evil to be temporarily endured in order that ultimate good may come; but in the meantime it certainly does tend to make the system a more complex one than that at present in force. Another immense source of complexity arises from the fact that there are, and must remain, among the manifold and complicated arrangements which are daily made in relation to land in an old country like England, many which cannot be cast in any simple official mould. The office must work on simple and settled forms, or the delays would become unbearable. Where a transaction will not fit any recognised form, one of the recognised forms must be in the first instance used for registration, and must be supplemented or often corrected by unregistered documents drawn up between the parties, the rights conferred by these unregistered documents being, if the parties think fit, protected by caveats entered up against the registered title. This has already, as Mr. Howlett very clearly shows, caused great difficulty with registered land, amounting to little less than a complete system of subsidiary conveyancing outside the Register altogether. Here, again, is a very great obstacle in the way of simplicity. A registered title, with a number of unregistered documents protected by caveats, will probably be at least as difficult to deal with as any ordinary title under the present private system of conveyancing since the Conveyancing Act of 1881. So far as can be gathered from books dealing with the Australian systems—(and until those systems are fully investigated by some such Commission as suggested above, there is unfortunately no other way of getting at the facts except by reading text books and the like)—the existence of unregistered interests protected by notes on the register practically involves complicated abstracts of title altogether collateral to the registered title. And it would seem to be from much the same causes that in purchases of land in America, even where registration of title exists, enormous abstracts have frequently to be prepared and investigated for the purpose of "removing clouds," as it is called, from the registered title. Although, therefore, a conveyance by one fee simple owner entered upon the register as sole proprietor, with no caveats against him, to another person, being also a purchaser in fee simple for his own benefit, might be, under the new system, a simpler matter than the same transaction under the old system, yet it will scarcely be so simple where the transaction is not of this elementary kind—that is, in probably the majority of cases. Another cause of complication which must for many years exist will be the continuance of the old system as regards all lands which, not having been sold, has not yet come under the Act, side by side by the new system as regards all land to which the Act applies. The former land, though gradually decreasing in amount will probably for very many years, and possibly for generations, remain the larger. For there is no reason why landowners, who are not bound to do so, should voluntarily place their land upon the register, seeing that hitherto they have, for the most part, abstained from so doing. It is, at least, probable that, sooner or later, if compulsion is once introduced, even in the present partial form, it must end in the adoption of universal compulsion, if only for the sake of uniformity.

*Mortgage by Deposit.* Unlike the Bill of 1893, the present Bill, by Section 14, provides for the practice of equitable mortgage by deposit. Though this point is now conceded, it still remains a thing to be remembered with regard to the policy which a Government office may be expected to pursue, that, until the tardy admission of this Clause 14 into the Bill, the Land Registry had expressly and deliberately set itself to render this cheap and convenient mode of borrowing money impossible, for no reason, so far as appears, except that it was a mode of dealing with land which did not bring into the office so large fees as more formal transactions of mortgage. The office has at length been defeated on this point, but the history of the transaction still remains an instructive but ominous warning. Moreover, the concession is clumsily carried out. Instead of enacting that the land certificate should be the evidence of title, and its production be required on all dealings, the Bill proposes that any landowner desirous of borrowing for a temporary purpose should apply to the Registry for a special certificate, the production of which will be required before any alteration of the Register is made. This can only be done in order to enable the Registry to charge a fee, and it is obvious that such an application would, in local districts, generally become common talk.

*Accessibility of the Register.* There remains a matter constantly put forward by the opponents of the Bill, and as constantly treated as trivial by its supporters, namely, that the Register is practically certain to be accessible to any person who really wishes to know its contents. In theory it will be a private Register. No person except yourself, and those whom you may choose to authorise to do so, can examine your title. This theoretical privacy of the Register has hitherto been liable to be defeated by a mere general rule. It appears that it is now proposed to expressly provide in the Bill that the Register shall not be thrown open by a general rule, so that the theoretical privacy will remain until publicity is established by Act of Parliament. Having regard to the tendency of the present day against privacy in all cases where a person may be apparent owner of property, though, in fact, he may be heavily encumbered, as evidenced, for instance, by the Bills of Sale Acts, it is a safe prophecy that the privacy of the register would not even in name long survive the introduction of compulsion, especially as an open register would immensely facilitate and simplify the dealings in the Registry, by obviating the necessity of verifying the identity of applicants, or the genuineness of the authority to search with which they may come furnished. As a matter of fact, it appears that in all countries where registration of title exists the Register is open. But whatever might be the nominal position of the Registry, it is impossible to doubt that persons, really desiring to know what the Register contains, would be practically able to accomplish their desire without any serious difficulty, unless indeed the Registry were to adopt rules of procedure so strict that the proper business of the office would be seriously inconvenienced. Nevertheless, if there is one thing which the whole history of real property in this country has rendered certain, it is that the owners of land are, and have always been, excessively anxious to maintain privacy of title. A system which almost inevitably involves publicity of title, fails at all events in one important particular to conform to the wants and wishes of the landowners.

It need scarcely be added that a system which landowners have for many years refused to adopt voluntarily, though it was always available to them,

and which it requires compulsion to force upon them, can *primâ facie* hardly be said to conform to their wants and wishes.

Such, then, appears to be a fair *résumé* of the evidence as it at present stands with regard to this Bill. No one would be rash enough to say that the evidence may not be rebutted, but in the meantime it is submitted that a case is at all events made out for a proper and authoritative investigation of the whole subject before this leap is taken into the dark. Finally, to those who have not yet reconciled themselves to the modern tendency towards State intervention in all things, these words of Mr. Howlett may be of interest, especially coming as they do from one whose experience in the Land Registry is probably wider than that of any other man: "Those who are practically engaged in business know that there is no greater source of delay, expense, uncertainty, and difficulty than in dealing with a public office. In conveyancing this is especially so, and from the old-fashioned Middlesex and Yorkshire registeries down to the modern Irish Incumbered Estate Court and the Lincoln's Inn Land Registry, public offices have formed a fertile source of delay, difficulty, and expense. The officialism, red-tapeism, and routine necessarily attendant upon a public office constantly double the delay and cost of a transaction. Moreover, a public officer prevents the free action of the parties, makes them dependent on those over whom they have no control, and subjects them to rules and regulations which they cannot understand and cannot see the benefit of. The moment a public officer, with his forms and ceremonies, his ignorance of the facts of the case, his want of local knowledge, his necessary adherence to inflexible rules and forms, his office-like bearing and habits, his short hours and public holidays, his numerous cases all calling for attention at the same time, is interposed between man dealing with man, a sure and certain obstacle to ready and easy transaction of business is created."

## PENDING LEGISLATION.

### THE FINANCE BILL.

The following is the text of clauses 9 to 20 of the Finance Bill as amended in Committee. The amendments which have been introduced are printed in italics. Clause 20 ends Part I. of the Bill (Estate Duty):—

9. *Charge of Estate duty on property, and facilities for raising it.*] (1.) A rateable part of the Estate duty on an estate in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property *in respect of which duty is leviable.*

(2.) On an application submitting in the prescribed form the description of the lands or other subjects of property (whether hereditaments, stocks, funds, shares, or securities), and of the debts and incumbrances allowed by the Commissioners in assessing the value of the property for the purposes of Estate duty, the Commissioners shall grant a certificate of the Estate duty paid on the property, and specify the debts and incumbrances so allowed, as well as the lands or other subjects of property.

(3.) Subject to any repayment of Estate duty arising from want of title to the land or other subjects of property, or from the existence of any debt or incumbrance thereon for which under this Act an allowance ought to have been but has not been made, *or from any other cause*, the certificate of the Commissioners shall be conclusive evidence that the amount of duty named therein is a first charge on the lands or other subjects of property after the debts and incumbrances allowed as aforesaid: Provided that any such repayment of duty by the Commissioners shall be made to the person producing to them the said certificate.

(4.) If the rateable part of the Estate duty on any property is paid by the executor, it shall where occasion requires be repaid to him by the trustees or owners of the property, but if the duty is on real property it may be repaid by the same instalments and with the same interest as are in this Act mentioned.

(5.) A person *authorized or required to pay* the Estate duty on any property shall *for the purpose of paying the duty* have power, whether the property is or is not vested in him, to raise *the amount of* such duty *and any interest and expenses properly paid or incurred by him in respect thereof* by the sale or mortgage of that property or any part thereof.

(6.) A person having a limited interest in *or a terminable charge on* any property who pays the Estate duty on that property shall be entitled to the like charge as if the Estate duty on that property had been raised by means of a mortgage to him.

(7.) Any money arising from the sale of property subject to a settlement, or held upon trust to lay out upon the trusts of a settlement, *and capital money arising under the Settled Land Act, 1882*, may be expended in paying any Estate duty on property subject to the settlement *and held upon the same trust.*

*Discharge from and Apportionment of Duty.*

10. *Release of persons paying Estate duty.*] (1.) The Commissioners on *being satisfied* that the full Estate duty has been *or will be* paid on an estate or any part thereof *shall if required by the person accountable for the duty* give a certificate to that effect, which shall discharge from any further claim for Estate duty the property shewn by the certificate to form *the estate or part thereof as the case may be.*

(2.) Where a person accountable for the Estate duty on any property passing on a death applies after the lapse of two years from such death to the Commissioners, and delivers to them a full statement to the best of his knowledge and belief of all property passing on such death and the several persons entitled thereto, the Commissioners may determine the rate of the Estate duty on the property for which the applicant is accountable, and on payment of the duty at that rate, that property and the applicant so far as regards that property shall be discharged from any further claim for Estate duty, and the Commissioners shall give a certificate of such discharge.

(3.) A certificate of the Commissioners under this section shall not discharge any person or property from Estate duty in case of fraud or failure to disclose material facts, and shall not affect the rate of duty payable on any property afterwards shewn to have passed on the death, and the duty thereon shall be at such rate as would be payable if the value thereof were added to the value of the property on which duty has been already paid. *Provided, nevertheless, that a certificate purporting to be a discharge of the whole estate duty payable in respect of any property included in the certificate shall exonerate a bonâ fide purchaser for valuable consideration without notice from the duty notwithstanding any such fraud or failure.*

11. *Powers to accept composition for death duties.*] Where, by reason of the number of deaths on which property has passed or of the complicated nature of the interests of different persons in property which has passed on death, *or from any other cause*, it is difficult to ascertain exactly the amount of death duties or any of them payable in respect of any property or any interest therein, or so to ascertain the same without undue expense in proportion to the value of the property or interest, the Commissioners on the application of any person accountable for any duty thereon, and upon his giving to them all the information in his power respecting the amount of the property and the several interests therein, and other circumstances of the case, may by way of composition for all *or any of* the death duties payable in respect of the property *or interest* and the various interests therein, or any of them, assess such sum on the value of the property or interest as having regard to the circumstances appears proper, and may accept payment of the sum so assessed, in full discharge of all claims for death duties in respect of such property *or interest.*

In this section the expression "death duties" means the Estate duty under this Act, the duties mentioned in the First Schedule to this Act, and the legacy and succession duties, and the duty payable on any representation or inventory under any Act in force before the Customs and Inland Revenue Act, 1881.

12. *Apportionment of duty.*] (1.) *In the case of property which does not pass to the executor as such* an amount equal to the proper rateable part of the Estate duty may be recovered, as follows, namely:—

By the person who *being accountable for or authorized or required to pay the Estate duty on any property* has paid such duty from the person entitled to any sum charged on such property, whether as capital or as an annuity or otherwise under a disposition not containing any express provision to the contrary.

(2.) Any dispute as to the proportion of Estate duty to be borne by any property or person may be determined by the High Court upon application by any person interested in manner directed by Rules of Court.

*Small Estates.*

13. *Provision for estates under £1,000.*] (1.) The provisions of sections thirty-three, *thirty-five, and thirty-six* of the Customs and Inland Revenue Act, 1881 [44 & 45 Vict. c. 12], relating to the procedure for obtaining representation to the deceased where the gross value of his personal estate does not exceed three hundred pounds, shall apply with the necessary modifications to the case where the *gross* value of the property real and personal on which estate duty is payable on the death of the deceased, exclusive of settled property, does not exceed *five hundred* pounds, *and where the gross value does not exceed three hundred pounds the fixed duty shall be thirty shillings, and where the gross value exceeds three hundred pounds the fixed duty shall be fifty shillings.*

(2.) All such property may be comprised in the notice under the said section.

(3.) Where the net value of the property, real and personal, on which estate duty is payable on the death of the deceased, exclusive of settled property, does not exceed one thousand pounds, such property for the purpose of estate duty shall not be aggregated with any other property, but shall form an estate by itself; and where the *fixed duty or* estate duty has been paid upon the principal value of that estate, the further estate duty and the legacy and succession duties shall not be payable under the will or intestacy of the deceased in respect of that estate.

*Rates of Estate Duty.*

14. *Scale of rates of Estate duty.*] The rates of Estate duty shall be according to the following scale:—

| Where the Principal Value of the Estate | | | | | | Estate Duty shall be payable at the rate per cent. of |
|---|---|---|---|---|---|---|
| | £ | | | | £ | |
| Exceeds | 100 | and does not exceed | | | 500 | One pound. |
| ,, | 500 | ,, | ,, | | 1,000 | Two pounds. |
| ,, | 1,000 | ,, | ,, | | 10,000 | Three pounds. |
| ,, | 10,000 | ,, | ,, | | 25,000 | Four pounds. |
| ,, | 25,000 | ,, | ,, | | 50,000 | Four pounds ten shillings. |
| ,, | 50,000 | ,, | ,, | | 75,000 | Five pounds. |
| ,, | 75,000 | ,, | ,, | | 100,000 | Five pounds ten shillings. |
| ,, | 100,000 | ,, | ,, | | 150,000 | Six pounds. |
| ,, | 150,000 | ,, | ,, | | 250,000 | Six pounds ten shillings. |
| ,, | 250,000 | ,, | ,, | | 500,000 | Seven pounds. |
| ,, | 500,000 | ,, | ,, | | 1,000,000 | Seven pounds ten shillings. |
| ,, | 1,000,000 | ... | ... | ... | ... | Eight pounds. |

The rate of the further Estate duty where the property is settled shall be one per cent. *Provided that for any fractional part of ten pounds over ten pounds or any multiple thereof, the Estate duty and the further Estate duty shall be payable at the rate per cent. for the full sum of ten pounds.*

*Succession Duty.*

15. *Value of real successions for Succession duty.*] (1.) The value for the purpose of Succession duty of a succession to real property arising on the death of a deceased person shall, where the successor is competent to dispose of the property, be the principal value of the property *after deducting the Estate duty payable in respect thereof on the said death and the expenses, if any, properly incurred of raising and paying the same*, and the duty shall be a charge thereon, and shall be payable *by the same instalments as are authorised by this Act for Estate duty on real property* with interest, at the rate of three per cent. per annum from the expiration of twelve months after the date *on which he became entitled in possession to his succession or to the receipt of the income and profit thereon* and the provisions with respect to discount shall not apply.

(2.) *The principal value of real property for the purpose of Succession duty shall be ascertained in the same manner as it would be ascertained under the provisions of this Act for the purpose of Estate duty.*

*Local Taxation Grant.*

16. *Adaptation of law as to probate duty grant.*] In substitution for the grant out of the probate duties under the Local Government Act, 1888, the Probate Duty (Scotland and Ireland) Act, 1888 [51 & 52 Vict. cc. 41 and 60], and the Local Government (Scotland) Act, 1889 [52 & 53 Vict. c. 50], there shall be paid, out of the proceeds of the Estate duty, such sum as the Commissioners, in accordance with regulations made by the Treasury under those Acts, may determine to be an amount equal to one and a half per cent. on the net value of such of the property chargeable with Estate duty as would, if this Act had not been passed, have been chargeable with the duty imposed by section twenty-seven of the Customs and Inland Revenue Act, 1881, on Inland Revenue affidavits, and the first-mentioned Acts shall apply as if the sum so determined were the probate duty grant or one half of the proceeds of the sums collected in respect of the probate duties (as the case requires), within the meaning of those Acts.

*Savings and Definitions.*

17. *Savings.*] (1.) Estate duty shall not be payable on the death of a deceased person in respect of personal property settled by a will or disposition made by a person dying before the commencement of this part of this Act, in respect of which property *any duty mentioned in paragraphs one and two of the First Schedule to this Act* has been paid, unless in either case the deceased was *at the time of his death, or at any time since the will or disposition took effect, had been* competent to dispose of the property.

(2.) Where a person died before the commencement of this Part of this Act, the duties mentioned in the First Schedule to this Act shall continue to be payable in like manner in all respects as if this Act had not been passed.

(3.) *Where an interest in expectancy in any property has, before the commencement of this part of this Act, been bonâ fide sold or mortgaged for full consideration in money or money's worth, then no other duty on such property shall be payable by the purchaser or mortgagee when the interest falls into possession than would have been payable if this Act had not passed; and in the case of a mortgage, any higher duty payable by the mortgagor shall rank as a charge subsequent to that of the mortgagee.*

(4.) *The further Estate duty of one per centum shall not be payable on property settled by a disposition which has taken effect before the commencement of this part of this Act.*

(5.) *Where a husband or wife is entitled, either solely or jointly with the other, to the income of any property settled by the other under a disposition which has taken effect before the commencement of this part of this Act, and on his or her death the survivor becomes entitled to the income of the property settled by such survivor, Estate duty shall not be payable on that property until the death of the survivor.*

18. *Definitions.*] (1.) In this Part of this Act, unless the context otherwise requires:—

The expressions "deceased person" and "the deceased" mean a person dying after the commencement of this Part of this Act.

The expression "will" includes any testamentary instrument.

The expression "representation" means probate of a will or letters of administration.

The expression "executor" means the executor or administrator of a deceased person.

The expression "Estate duty" means Estate duty under this Act.

The expression "property" includes real property and personal property and the proceeds of sale thereof respectively and any money or investment for the time being representing the proceeds of sale.

The expression "settled property" means property comprised in *or held upon the trusts of* a settlement.

The expression "settlement" means any instrument, whether relating to real property or personal property, which is a settlement within the meaning of section two of the Settled Land Act, 1882 [45 & 46 Vict. c. 38], or if it related to real property would be a settlement within the meaning of that section, and includes a settlement effected by a parol trust.

The expression "interest in expectancy" includes an estate in remainder or reversion and every other future interest whether vested or contingent.

The expression "incumbrances" includes mortgages and terminable charges.

The expression "property passing on the death" includes property passing either immediately on the death or after any interval, either certainly or contingently, and either originally or by way of substitutive limitation, and the expression "on the death" includes "*at a period ascertainable only by* reference to the death."

The expression "the Commissioners" means the Commissioners of Inland Revenue.

The expression "Inland Revenue affidavit" means an affidavit made under the enactments specified in the Second Schedule to this Act with the account and schedule annexed thereto.

The expression "prescribed" means prescribed by the Commissioners.

(2.) For the purposes of this Part of this Act—

(*a.*) A person shall be deemed competent to dispose of property if he has such an estate or interest therein or such general power as would, if he were sui juris, enable him to dispose of the property, including a tenant in tail whether in possession or not; and the expression "general power" includes every power or authority enabling the donee or other holder thereof to appoint or dispose of property as he thinks fit, whether exercisable by instrument inter vivos or by will, or both; *but exclusive of the power exercisable in a fiduciary capacity under a disposition not made by himself, or exercisable as tenant for life under the Settled Land Act, 1882, or as mortgagee:*

(*b.*) A disposition taking effect out of the interest of the deceased person shall be deemed to have been made by him, whether the concurrence of any other person was or was not required:

(*c.*) Money which a person has a general power to charge on property shall be deemed to be property of which he has power to dispose.

(3.) This Part of this Act shall apply to property in which the wife or husband of the deceased takes an estate in dower or by the courtesy or any other like estate, in like manner as it applies to property settled by the will of the deceased.

*Application to Scotland.*

19. *Application of Part of Act to Scotland.*] In the application of this Part of this Act to Scotland unless the context otherwise requires:—

(1.) The Court of Session shall be substituted for the High Court.

(2.) Confirmation shall be substituted for "representation."

(3.) The expression "receiver of the property and of the rents and profits thereof" means a judicial factor upon the property.

(4.) The expression "Inland Revenue affidavit" means the inventory of the personal estate of a deceased now required by law, and includes an additional inventory.

(5.) The expression "on delivering the Inland Revenue affidavit" means on exhibiting and recording a duly stamped inventory as provided by section thirty-eight of the Act of the forty-eighth year of the reign of King George the Third, chapter one hundred and forty-nine.

(6.) Section thirty-four of the Customs and Inland Revenue Act, 1881, shall be substituted for section thirty-three of that Act, and the Acts referred to in such section thirty-four shall extend to an estate of a *gross* value not exceeding *five hundred* pounds.

(7.) The expression "personal property" means movable property.

(8.) The expression "real property" includes heritable property.

(9.) The expression "incumbrance" includes any heritable security *or other debt or payment secured upon heritage.*

(10.) The expression "executor" means every person who as executor, nearest of kin, or creditor, or otherwise, intromits with or enters upon the possession or management of any personal property of a deceased person.

(11.) The property comprised in any special assignation or disposition taking effect on death shall be deemed to pass on death whithin the meaning of this Act.

(12.) The expression "trustee" includes a tutor, curator, and judicial factor.

(13.) The expression "settled property" shall not include property held under entail.

(14.) An institute or heir of entail in possession of an entailed estate shall whether sui juris or not be deemed for the purposes of this Act to be a person competent to dispose of such estate.

(15.) Where any person who pays Estate duty on any property, and in whom the property is not vested, is by this Act authorised to raise such duty by the sale or mortgage of that property, or any part thereof, it shall be competent for such person to apply to the Court of Session—

(*a.*) for an order of sale of the property or part of it, and in the event of the court granting such order, it shall provide for the payment out of the price of the amount of the Estate duty which has been paid by such person, and the court shall thereafter make such order as to the disposal of the surplus, if any, of the price, by way of investment or otherwise, as to the court shall seem proper; or

(*b.*) for an order ordaining the person in whom the property is vested to grant a bond and disposition in security over the property in favour of the person who has paid the Estate duty for the amount of the said duty, and if the person in whom the property is vested refuses, or fails to do so, the court shall grant authority to the clerk of court to execute such a bond and disposition in security, and such bond and disposition in security so executed shall be as valid as if it had been executed by the person in whom the estate is vested.

(16.) This part of this Act shall apply to property in which the wife or husband of the deceased takes an estate of terce or courtesy or any other like estate in like manner as it applies to property settled by the will of the deceased.

*Commencement.*

20. *Commencement of Part of Act.*] This Part of this Act shall come

into operation on the expiration of the *first day of August* one thousand eight hundred and ninety-four, in this Part of this Act referred to as the commencement of this Part of this Act.

# LEGAL NEWS.

## OBITUARY.

Mr. C. E. Brunskill Cooke, barrister, who died by his own hand on Thursday in last week, was the son of Mr. Henry Cooke, of Richmond, Yorkshire. He was educated at Trinity College, Cambridge; was called to the bar in 1868; and practised for many years as an equity draftsman and conveyancer. He was at one time a candidate for the representation of Richmond in Parliament, but was defeated by Mr. Dundas. He had latterly been in ill-health, and retired from practice some few years ago. It is believed that the bodily suffering he underwent owing to an aggravation of his malady led to the rash act by which he ended his life.

## APPOINTMENTS.

Mr. R. A. Kinglake, barrister, has been appointed one of the Revising Barristers on the Western Circuit. Mr. Kinglake was called to the bar in 1868, and is a member of the Western Circuit and Recorder of Penzance.

Sir Howard Elphinstone, Bart., barrister, and Mr. W. English Harrison, barrister, have been appointed Members of the Council of Law Reporting.

## CHANGES IN PARTNERSHIPS.

### Dissolutions.

Arthur Coleman, John Thomas Springthorpe, and Walter Holcroft, solicitors (Coleman & Co.), Birmingham. April 30. So far only as Arthur Coleman is concerned. [*Gazette*, June 22.

Alfred Ephraim Rosenthal and John Hetherington Fernley, solicitors (Rosenthal & Fernley), 1, Furnival's-inn, London. May 31. [*Gazette*, June 26.

## GENERAL.

It is stated that Dr. Vaughan will resign the Mastership of the Temple on the 1st of July.

According to the London correspondent of the *Scotsman* the late Lord Coleridge accumulated a large fortune by his practice at the bar. He has not been extravagant since sitting on the bench, and it is probable that he has left £200,000. It is believed that the greater part of his large fortune will go to his widow, and that she will also become the possessor of his many valuable manuscripts.

In one of the Queen's Bench courts on Wednesday Mr. Justice Wills, at the conclusion of a case, said that he regretted he could not release the jury, as, owing to the scandalous way in which the jury panel had been made up, out of sixty-three panelled twenty-seven had either left their residence or were dead, and of the remainder fifteen had legitimate excuses, so that he was left with only twenty-one jurymen for the week.

In the House of Commons on the 26th inst. Colonel Howard Vincent asked the Home Secretary whether he had decided to adopt in the Metropolitan and City Police districts and in the provinces the recommendations of the committee appointed to inquire into the system of identifying criminals by measurement, invented by M. Bertillon, of Paris, and the finger-print test of Mr. Francis Galton; and, in such case, if, in order to facilitate research into the judicial antecedents of international criminals, the registers of measurements would be kept on the same plan as that adopted with such success in France, as also in other Continental countries. Mr. Asquith said the recommendations of the committee have been adopted, including the recommendations as to the mode of keeping the register.

The London correspondent of the *Scotsman* says that the hard work of the Budget has been done at the Treasury during the day, and not at the House in the evening. An exceptionally strong committee of experts have had the Finance Bill in hand, and they have met every day to advise with the Chancellor of the Exchequer. On this committee the landed interest has been represented by Lord Spencer, and the Inland Revenue by Mr. Milner, its very able chairman. Mr. H. Fowler has given his assistance to the Treasury officials; Mr. Haldane and Mr. Fletcher Moulton have taken the place left vacant by Sir John Rigby; and Mr. R. T. Reid has, of course, been present to gather up the decisions of the committee, and to give effect to them in the House. The fact that a strong consultative body of this kind has had to sit every day on the Bill is important as testifying to the extreme complexity of its details, and as additional vindication of the demand for careful and adequate discussion. The sittings of the committee have, however, till now been kept secret.

The directors of the Law Guarantee and Trust Society (Limited) have determined to pay an *interim* dividend of £4 per cent. per annum (free of income tax) upon the paid-up capital to the 30th of June on the 14th of July.

At meetings of the shareholders of the Law Life Assurance Society, held on the 23rd of May and the 13th of June, 1894, resolutions were unanimously passed adopting new regulations for the conduct of the society's business and authorizing registration under the Companies Acts. Under the regulations and the Law Life Assurance Society's Act, 1893, power has been acquired to grant annuities, sinking fund assurances, and other special risks, and the directors have also obtained enlarged powers of investment.

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

| Date. | Appeal Court No. 2. | Mr. Justice Chitty. | Mr. Justice North. |
|---|---|---|---|
| Monday, July 2 | Mr. Carrington | Mr. Pugh | Mr. Ward |
| Tuesday 3 | Lavie | Beal | Pemberton |
| Wednesday 4 | Carrington | Pugh | Ward |
| Thursday 5 | Lavie | Beal | Pemberton |
| Friday 6 | Carrington | Pugh | Ward |
| Saturday 7 | Lavie | Beal | Pemberton |

| | Mr. Justice Stirling. | Mr. Justice Kekewich. | Mr. Justice Romer. |
|---|---|---|---|
| Monday, July 2 | Mr. Jackson | Mr. Godfrey | Mr. Rolt |
| Tuesday 3 | Clowes | Leach | Farmer |
| Wednesday 4 | Jackson | Godfrey | Rolt |
| Thursday 5 | Clowes | Leach | Farmer |
| Friday 6 | Jackson | Godfrey | Rolt |
| Saturday 7 | Clowes | Leach | Farmer |

Warning to intending House Purchasers & Lessees.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. -[Advt.]

# WINDING UP NOTICES.

*London Gazette.*—Friday, June 22.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

D. W. Bardill & Co, Limited—Creditors are required, on or before Aug. 4, to send their names and addresses, and particulars of their debts or claims, to Thomas Henry Harrison, Wardwick, Derby. Robotham & Co, Derby, solors for liquidators

Hannett & Co, Limited—Creditors are required, on or before Aug 6, to send their names and addresses, and particulars of their debts or claims, to James Rhodes Hirst, 22, Castlegate, Newark. Norledge, Newark, solor for liquidator

Madame Elise & Co, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st

S. Dyson & Co, Limited—Creditors are required, on or before July 25, to send their names and addresses, and particulars of their debts or claims, to William Robson Clarke, 26, Brown st, Manchester. Turner, Manchester, solor for liquidator

Southwold Salt Works, Limited—Creditors are required, on or before July 27, to send their names and addresses, and particulars of their debts or claims, to Percy Waterland Remnant, 11, Lincoln's inn fields

*London Gazette.*—Tuesday, June 26.

## JOINT STOCK COMPANIES.

### Limited in Chancery.

Anderson, Lavenick, & Co, Limited—All persons having any claim against the company must send in particulars of same to Charles E. Brown, Mushroom, St. Lawrence, Newcastle on Tyne, not later than July 27

Barton-Wright, Limited—Petn for winding up, presented June 19, directed to be heard on July 5. Johnson & Co, 7, King's Bench walk. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 4

Baylis, Gilles, & Co, Limited—Petn for winding up, presented June 22, directed to be heard on Thursday, July 5. Trinder & Capron, 47, Cornhill, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 4

Baylis, Gilles, & Co, Limited—Petn for winding up, presented June 25, directed to be to be heard on July 5. Eyre & Co, 1, John st, Bedford row, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 4

Commercial Stock and Share Corporation, Limited—By an order made by Wright, J, dated June 7, it was ordered that the voluntary winding up of the corporation be continued. Riddell & Co, 9, John st, Bedford row, agents for Cousins, Cardiff, solor for petner

Cumbrian Steamship Co, Limited—Creditors are required, on or before July 10, to send their names and addresses, and particulars of their debts or claims, to Andrew Reed, 33, King st, Whitehaven

Dawe & Co, Limited—Petn for winding up, presented June 19, directed to be heard on July 5. Dixon & Co, 1, Lancaster pl, Strand, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 4

Economic Fire Office, Limited—Creditors in the United Kingdom or on the Continent of Europe are required, on or before Aug 10, and creditors residing elsewhere on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to John Edward Champney and William Armine Bevan, 30, Lombard st. Thursday, Oct 25, at 12, and Monday, Jan 14, at 12, are appointed for hearing and adjudicating upon the debts or claims

Elmores French Patent Copper Depositing Co, Limited—Creditors are required, on or before July 23, to send their names and addresses, and particulars of their debts or claims, to John Henry Bill Duncan, 30, Coleman st. Thursday, Aug 2, at 12, is appointed for hearing and adjudicating upon the said debts and claims

Gladstone Spinning Co, Limited—Petn for winding up, presented June 23, directed to be heard on July 5. Philip H. Edwards, 26, Basinghall st, for Sixsmith, Oldham. Notice of appearing must reach the abovenamed not later than six in the afternoon of July 4

Hemp, Yarn, and Cordage Co, Limited—By an order made by Wright, J., dated June 14, it was ordered that the voluntary winding up of the company be continued. Busk & Mellor, Lincoln's inn fields, for Sale & Co, Manchester, solors for the petnr

Hudson & Co, Limited—Creditors are required, on or before July 20, to send their names and addresses, and particulars of their debts or claims, to W. Gay and C. A. Palmer, Westminster chmbrs, Corporation st, Birmingham Buller & Cross, Birmingham, solrs for the liquidator

Lancashire Hosiery Co, Limited—Creditors are required, or or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to William Henry Armitage, Tanfield chbrs, Bradford. Taylor & Co, Bradford, solors for the liquidator

Land Securities Co, Limited—Creditors are required, on or before Aug 12, to send the

names and addresses, and particulars of their debts or claims, to Edwin Waterhouse, 44, Gresham st. Ashurst & Co, 17, Throgmorton avenue, solors for liquidator

PRESTON AERATED AND MINERAL WATERS CO, LIMITED—Creditors are required, on or before July 25, to send their names and addresses, together with full particulars of their debts or claims, to William Sumner, Prince Albert Hotel, Fulwood, nr Preston. Clarke, Preston, solor for liquidators

SYRIA OTTOMAN RAILWAY CO, LIMITED—Petn for winding up, presented June 23, directed to be heard on July 5. Taylor & Co, 15, Furnival's inn, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 4

VALE OF EVESHAM FRUIT PRESERVING CO, LIMITED—Creditors are required, on or before Aug 7, to send their names and addresses, and particulars of their debts or claims, to Joseph Martin, Pershore

YSTRADGYNLAIS INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before July 19, to send their names and addresses, and particulars of their debts or claims, to James White, 39, Kingsdown parade, Bristol

### FRIENDLY SOCIETIES DISSOLVED.

BAGOT STREET PERMANENT MONEY SOCIETY, King's Arms, Bagot st, Birmingham June 23

PUESDOWN UNITED BROTHERS FRIENDLY SOCIETY, Puesdown Inn, Hazleton, Glos. June 23

TITCHMARSH INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Stores, Titchmarsh, nr Thrapstone, Northampton

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, June 15.

SUDREN, THOMAS ROTHWELL, Elton, nr Bury, Lancs, Gent July 14 Bradley v Sudren, Registrar, Manchester Watson, Bury

SUDREN, ALICE ROTHWELL, Elton, nr Bury, Lancs July 14 Cornall v Sudren, Registrar, Manchester Watson, Bury

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, June 12.

ATKINSON, GEORGE CHRISTIAN WILSON, Acton House, Captain July 23 W & W A Harle, Newcastle upon Tyne

BILLINGHURST, THOMAS, Southampton, Labourer July 31 Hallett, Southampton

BOTTOMLEY, ALFRED, Sowerby Bridge, Butcher July 28 Bell, Sowerby Bridge

DANDO, JOSEPH HAYDON BOURNE, Vernon st, Professor of Music July 14 Clennell, Gt James st

DAUBNEY, AMELIA, Peckham, Spinster June 25 Miller & Co, Telegraph st

FILL, MARY, Canterbury, Widow July 20 Kingsford & Co, Canterbury

GOUGH, ANN, Birmingham, Widow July 12 Burman & Bigbey, Birmingham

GOWLAND, JAMES DALTON, Widdington, Farmer Aug 7 Crumbie, York

GREAVES, WILLIAM, Nottingham July 10 Freeth & Co, Nottingham

HARRISON, SARAH, Wakefield, Spinster Aug 1 Harrison & Co, Wakefield

HUBBUCK, CAROLINE LOUISA, Finchley July 20 Stones & Co, Finsbury circus

MACFIE, DUGALD, Manchester, Merchant July 23 Macfie, Manchester

MILNER, SARAH, Sheffield July 31 Taylor & Co, Sheffield

MILLWARD, CHARLES, Rowington July 10 Arnold & Son, Birmingham

MITCHELL, HARRIET, Winchester July 21 Warner, Winchester

MUNRO, GEORGE, Heaton, Wine Merchant July 30 Winder, Bolton

POLLOCK, ROBERT, Woolston, Iron Merchant July 16 Hickman & Son, Southampton

REYNOLDS, WILLIAM, Whitwell, I W, Yeoman June 14 Bucknall, Newport

ROBINS, EBENEZER WILLIAM, Brighton, Brewer July 25 Stuckey & Co, Brighton

ROOPER, Captain JOHN, Leamington July 10 Rooper & Whateley, Lincoln's inn fields

SCHOLES, JAMES, Heywood, Engineer July 9 Ripley, Rochdale

SIMPSON, JOSEPH, Newcastle upon Tyne, Butcher Sept 8 Elsdon & Dransfield, Newcastle upon Tyne

SPROSTON, WILLIAM HENRY, Birmingham, Surgeon July 19 Reece & Harris, Birmingham

STENNING, GEORGE, Tonbridge July 12 Stenning & Co, Tonbridge

STEWART, LEONARD, Lincoln's inn, Barrister July 12 Stewart, Old Jewry

SUTCLIFFE, WILLIAM, Shipley, Beerhouse keeper July 9 Morgan & Morgan, Shipley

THOMAS, SAMUEL JAMES, St Leonard's on Sea July 10 Hertslet, Hornsey rise

WALKER, ALFRED, Midland Hotel, Gent July 22 Bramley & Son, Sheffield

WATERFALL, ELIZABETH, Sheffield, Widow July 23 Webster & Strying, Sheffield

WATSON, FRANCES, Devonport, Widow Aug 7 Gill, Devonport

WILLIAMS, JAMES, Narberth, Wine Merchant July 1 Howell, Llanelly

WOOLLEY, JOHN WOOD, Acock's Green, Wire Drawer July 16 Clarke & Co, Birmingham

*London Gazette.*—FRIDAY, June 15.

ADAMS, WILLIAM ORMOND, Calgary, Canada, Barber Aug 1 Clowes & Co, King's Bench walk

ANDERSON, JAMES, Reading, Chimney Sweep July 24 Beale & Martin, Reading

ANTHONY, JOHN BRAY, St Ives, Cornwall, Watchmaker July 9 Coode & Co, St Austell

ARMSTRONG, JANE, Sheffield Sept 1 Broomhead & Co, Sheffield

AUSTIN, JAMES, New Buckenham, Harness Maker July 20 Lyus & Sons, Diss

AZLEWOOD, CATHERINE, Banbury, Widow July 31 Kilby & Mace, Banbury

AXON, ANN, Bradford, Widow July 24 Farrar & Co, Manchester

BATEMAN, EDWIN, Hampstead, Gent July 31 Brown, Lincoln's inn fields

BENSON, CHARLES, Portmadoc July 26 Tinson, Outer Temple

BRADISH, FANNY FREDERICA, Cheltenham Aug 4 Winterbothams & Gurney, Cheltenham

BROWN, JOSEPH SMITH, Salford July 12 Griffiths & Bowden, Manchester

CAMERON, VERNEY LOVETT, Westminster, Navy Captain July 24 Robins & Co, Gresham House

CHOWN, WILLIAM, Sidbury, Devon, Farmer Aug 10 Every, Honiton

CLARKE, EDWARD SALMON, Liphook, Esq July 31 Elgood & Moyle, Lincoln's inn fields

CLEATHER, EDWARD GORDON, Hove July 31 Morgan & Harrison, Old Jewry

COBURN, MARY, Manchester July 31 Diggles & Ogden, Manchester

COCKS, ELIZABETH, Reading July 16 H & C Collins, Reading

COVE, SUSAN ELIZABETH, Whitley July 24 Beale & Martin, Reading

EDMONDS, ALEXANDER HANNAM, Chandos st, Esq July 27 Collyer Bristow & Co, Bedford row

CURTIS, WILLIAM, Rochdale, Watchmaker Aug 1 Standring & Co, Rochdale

FIELDING, JOHN, Birmingham, Licensed Victualler July 31 Rollason, Birmingham

GIBBS, ANN, Bristol, Spinster July 20 Pillers & Pershouse, Bristol

GRESHAM, JOSEPH, Washingborough, Farmer July 2 Ward, Lincoln

HARRIS, WILLIAM, Brent Knoll, Farmer July 24 Poole & Son, Bridgwater

HEDGER, THOMAS, Hessle, York, Gent July 15 T & A Priestman, Hull

HODGES, JOHN FOWDEN, Harpsden, Esq Aug 11 Woodcock & Penny, Wigan

HORSFALL, ANN, Morley, Yorks, Widow July 21 Jones & Co, Leeds

KENNEDY, ELIZA, Leeds, Widow July 20 Foster, Leeds

LEE, MARY, Mark, Somerset, Widow July 24 Poole & Son, Bridgwater

LEE, CHARLES, Mark, Somerset, Yeoman July 24 Poole & Son, Bridgwater

LEESCHE, JOHN HENRY PROCTOR, Salford, Magistrate, Esq July 17 Payne & Co, Manchester

MACDONALD, ALEXANDER GEORGE, Dawlish, Esq Aug 4 Toser & Co, Dawlish

METCALFE, ISAAC, Padiham July 14 Steele, Padiham

MORRIS, ADELIZA, Bromsgrove, Widow June 30 Holt, Bromsgrove

MUDD, HANNAH, Eye, Suffolk, Widow July 31 Lawton & Co, Eye, Suffolk

NAYLOR, WILLIAM, Hale, Farmer July 16 Banks & Co, Liverpool

NORRINGTON, DANIEL, St John's Wood, Dairyman July 13 Kite, Queen Victoria st

PARKER, WILLIAM, Torquay, Esq, J P Sept 15 Broomhead & Co, Sheffield

PEARSE, MARY ANN, Sulbamstead Bannister, Berks July 24 Beale & Martin, Reading

PICKUP, JOHN, Huddersfield, Stonemason July 31 Bottomley, Huddersfield

PICTON, DAVID, Llanboidy, Gent July 14 Philipps, Cardiff

ROBINSON, ELIZABETH, Liverpool Aug 13 Harrison, Liverpool

ROLLINGS, JOHN, Kidderminster, Whitesmith July 20 Talbot, Kidderminster

SAMPSON, JOHN, West Ham, Gent July 9 Sedgwick & Sharman, West Ham

SEARLE, JAMES, Reigate, Stockbroker July 31 Drake & Co, Rood lane

SIDEBOTTOM, JANE, New Mills, Derby, Schoolmistress July 20 Walker, New Mills

SIMMS, JAMES, Wednesfield, Colliery Master July 31 Rollason, Birmingham

SUTTON, GEORGE FREDERICK, Birmingham, Iron Merchant Aug 1 Garland, Birmingham

TILLEY, WILLIAM, Hunspill, Gent July 24 Poole & Son, Bridgwater

TOWNLEY, MARGARET, Macclesfield Aug 1 Hand, Macclesfield

WILKS, MARY ANNE, Sheffield July 26 Vickers & Co, Sheffield

*London Gazette.*—TUESDAY, June 19.

ATKINSON, JOHN THOMAS, Ecclesfield, Farmer July 30 Rodgers & Co, Sheffield

BIRKET, HIGGIN, Cartmel, Gent July 23 Bolton & Bolton, Kendal

BOWEN, THOMAS, Lytham, Photographer July 21 W & J Cooper, Preston

BOWER, JONATHAN, Park Riding, York, Woollen Manufacturer July 31 Booth & Sykes, Holmfirth

BRIERLEY, MARY, Saddleworth, Widow Aug 1 Rylance & Son, Manchester

BROWN, THOMAS, Caterham, Builder July 31 Aird & Co, Brabant ct

CHAMP, AMBROSE, Pantasaph, Gent July 14 Teebay & Lynch, Liverpool

CORNALL, THOMAS, Preston, Nail Manufacturer July 31 W & J Cooper, Preston

CROXFORD, CHARLES HOWIS, Brentford July 16 Corsellis & Co, Quality court

DOD, CHARLES, Berners st, Solicitor July 28 Dod & Co, Berners st

ESPLEY, WILLIAM JOHN, Wellington, Confectioner July 30 Carrane, Wellington, Salop

EVANS, HENRY, Brecon July 30 Thomas, Brecon

GILBERT, ANN, Tenterden July 12 Mace & Sons, Tenterden

GIRARDOT, CATHERINE ANNE, Folkestone Aug 4 Wightwick & Gardner, Folkestone

GLEDHILL, SUSANNAH, Halifax July 27 Godfrey & Co, Halifax

GRIERSON, THOMAS, Grassingham, Yeoman July 28 Richardson, Penrith

GREENWOOD, JOHN, Duck Hill, York, Gent July 19 Sutcliffes, Hebden Bridge

HANKS, MARK, Malmesbury, Yeoman July 20 Clark & Smith, Malmesbury

HARDY, GEORGE, Timperley, Gent Aug 1 Rylance & Son, Manchester

HILLS, JAMES CHEESEWRIGHT, Ely, Basket Maker July 12 Rogers, Ely

JEFFREY, ELIZABETH, Devonport, Widow July 31 Gard, Devonport

LINNELL, LEWIS, Leathwaite rd Aug 1 Armitage, Finsbury pavement

MANN, WILLIAM HENRY, Kingskerswell, Butcher June 30 T & J Hutchings, Teignmouth

MOWER, GEORGE, Sheffield, Gent July 31 Gould & Coombe, Sheffield

POTTER, ADDISON, Newcastle upon Tyne, Maltster July 20 Dees & Thompson, Newcastle upon Tyne

RAWLINGS, MARY ANN BURGIN, Landport, Widow July 14 Glanville, Portsea

REED, ANNE, Richmond, York, Widow July 20 Dees & Thompson, Newcastle upon Tyne

ROBERTSON, AUGUSTA, Bognor, Widow July 19 Rooper & Whately, Lincoln's inn fields

SHUTE, JAMES, Walworth, Machine Ruler July 2 Wilkins & Co, Gresham House

SIMPSON, ROBERT, Ryton Moor, Mining Engineer July 20 Dees & Thompson, Newcastle upon Tyne

SMITH, EDWARD SAMUEL, Worcester, Butcher July 21 Matthews, Worcester

STIRLING, WILLIAM, Gateshead, Pattern Maker Aug 8 Dixon, Gateshead

TAYLOR, GEORGE HARCOURT, Nuneaton, Wine Merchant Aug 1 Bland, Nuneaton

TAYLOR, REBECCA, Hanley Castle July 26 Reece & Harris, Birmingham

THOMPSON, CORNELIUS, Leadenhall st, Shipowner July 31 Murray & Co, Birchin lane

UNDERHAY, MARY, Torquay July 5 Lindop, Torquay

WAKEFIELD, AUGUSTA, Grange over Sands July 23 Bolton & Bolton, Kendal

WATTS, ROBERT, Twickenham, Esq July 31 Matthews & Co, Birmingham

WHITEWOOD, FREDERICK WILLIAM, Nutley, Draper July 31 Hillman, Lowes

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, June 22.

### RECEIVING ORDERS.

ADAMS, MARGARET, Boscombe, Widow Poole Pet May 30 Ord June 20

ADAMS, THOMAS ANDREW, and JOHN HENRY LAWRENCE THEAKER, Newcastle on Tyne, Grocers Newcastle on Tyne Pet June 5 Ord June 16

ADDY, GEORGE, Woodhouse, Butcher Leeds Pet June 20 Ord June 20

AKERS, JOHN, Goldhawk rd, Window Glass Merchant High Court Pet June 20 Ord June 20

AYLING, GEORGE, Wisborough Green, Builder Brighton Pet June 19 Ord June 19

BAKER, DAVID, Baker st, Builder High Court Pet May 11 Ord June 19

BARNES, JAMES, Darwin, Mineral Water Manufacturer Blackburn Pet June 18 Ord June 18

BECK, JAMES, Lowestoft, Smackowner Gt Yarmouth Pet June 20 Ord June 20

BLACKWELL, FREDERICK, Reading, Bookseller Reading Pet June 19 Ord June 19

BRITAIN, EZRA JABEZ, Oldham, Auctioneer Oldham Pet June 16 Ord June 16

BYARD, FREDERICK, Treorky, Glam, Collier Pontypridd Pet June 18 Ord June 18

COLTMAN, ERNEST HENRY, Chesham, Publican Aylesbury Pet May 9 Ord June 20

COWLEY, WILLIAM, and WILLIAM CASEY, Manchester, Slipper Manufacturers Manchester Pet June 18 Ord June 18

CRACKNELL, ERNEST ALFRED, Marylebone rd, Surveyor High Court Pet May 7 Ord June 19

CROOK, JAMES WILLIAM, Marcham le Fen, Baker Lincoln Pet June 18 Ord June 18

DAVIES, THOMAS, Pontypridd, Founder Pontypridd Pet June 20 Ord June 20

EVANS, ALBERT CHARLES, and HORACE GUSTAVUS RODDA, East Greenwich, Timber Merchants Greenwich Pet May 15 Ord June 19

FOSTER, CHARLES, Plymouth, Fish Merchant Plymouth Pet June 20 Ord June 20

GAYDON, ERNEST EDWIN, Ealing Dean, Watchmaker Brentford Pet June 16 Ord June 16

GILLIES, DANIEL, Redcar Stockton on Tees Pet June 20 Ord June 20

HALTON, JOHN, Leeds, Grocer Leeds Pet May 31 Ord June 19

HARRIS, WILLIAM, Woolwich, Builder Greenwich Pet May 28 Ord June 19

HILL, HENRY CHARLES, Woolwich, Publican Greenwich Pet June 4 Ord June 19

HINDS, REBECCA BRIGGS, Lowestoft, Widow High Court Pet June 18 Ord June 18

JACKSON, JOHN DEACON, Hinckley, Jeweller Leicester Pet June 16 Ord June 16

JONES, WILLIAM ROBERT, Llanbadrig, Farmer Bangor Pet June 18 Ord June 18

KENDRAY, TOM, Worsbrough Common, Yorks, Grocer Barnsley Pet June 19 Ord June 19

KING, ARTHUR, Blackfriars rd, Jeweller High Court Pet June 19 Ord June 19

LACROIX, LOUIS VICTOR, Brighton, Fire Superintendent Brighton Pet June 18 Ord June 18

LARNER, ARTHUR, Shoreditch High Court Pet June 18 Ord June 19

LLOYD, JOHN HIER, Cardiff, Colliery Agent Cardiff Pet June 18 Ord June 18

LOCKHART, ROBERT, Limehouse, Licensed Victualler High Court Pet June 18 Ord June 18

LOMAS, GEORGE WILLIAM, Manchester, Draper Manchester Pet June 18 Ord June 18

MILNER, ROBERT, Birmingham, Haulier Birmingham Pet June 19 Ord June 19

MOODY, WALTER, Huddersfield, General Dealer Barnsley Pet June 18 Ord June 18

MORTENSEN, NILS, Newport, Clothier Newport, Mon Pet June 18 Ord June 18

MORTON, FREDERICK, Sarratt, Herts, Farmer St Albans Pet June 19 Ord June 19

NICHOLLS, WILLIAM, WILLIAM WALTER ROBINS NICHOLLS, and FREDERICK HART NICHOLLS, St. Austell, Clay Merchants Truro Pet June 18 Ord June 19

PHILLIPS, JOHN HENRY, Britonferry, Grocer Neath Pet May 19 Ord June 19

PHILLIPS, SAMUEL HENRY, and JOSEPH BERNARD SLATTER, Guildford, Grocers Guildford Pet June 19 Ord June 19

ROBINSON, THOMAS, Stone, Innkeeper Stafford Pet June 7 Ord June 19

SALWAY, MARY EMILY, Rosary grdns, Widow High Court Pet May 21 Ord June 18

SIMONS, MARION FLORENCE, Birmingham, Mantle Maker Birmingham Pet June 6 Ord June 19

SMITH, CHARLES JOHN, and BENJAMIN BERDOE, Bournemouth, Music Sellers Poole Pet June 19 Ord June 19

STEERS, JOHN REID, and GEORGE CHARLES BARNES, Liverpool, Flour Merchants Liverpool Pet May 22 Ord June 19

STRICKLAND, THOMAS, Slaidburn, Farmer Blackburn Pet June 20 Ord June 20

TAYLOR, ROBERT, Houndsditch, Printer High Court Pet June 19 Ord June 19

THOMAS, WILLIAM, Blaenavon, Draper Tredegar Pet June 6 Ord June 18

TURNER, ABRAHAM WILLIAM, Workington, Draper Cockermouth Pet June 18 Ord June 18

UTTLEY, HEAP, Hebden Bridge, Painter Halifax Pet June 18 Ord June 18

WATSON, JAMES EDWARD, and CHARLES HENRY WATSON, Market Harborough, Corn Merchants Leicester Pet June 14 Ord June 14

WEIGHTMAN, THOMAS CAMPBELL, Lincoln, Butcher Lincoln Pet June 18 Ord June 18

WILLIAMSON, ALFRED GEORGE, Pitstone, Bucks, Farmer Aylesbury Pet June 20 Ord June 20

WOOD, WILLIAM HENRY, Crewe, Football Goods Manufacturer Nantwich and Crewe Pet June 19 Ord June 19

The following amended notice is substituted for that published in the London Gazette 19th June :—

JANSSON, JOHAN WILHELM, and PIETER JOHAN VAN NIEUWENAART, Gracechurch st, Flour Factors High Court Pet May 17 Ord June 15

### FIRST MEETINGS.

BARLOW, WILLIAM EDWARD, Nottingham, Pork Butcher June 29 at 12 Off Rec, St Peter's Church walk, Nottingham

BERRIE, JOHN (deceased), Newton Heath, Dyer June 29 at 3 Ogden's chmbrs, Bridge st, Manchester

BERRIE, ROBERT MCMILLAN, Newton Heath, Dyer June 29 at 3.5 Ogden's chmbrs, Bridge st, Manchester

BRAIN, BARBARA, Swansea, Grocer June 29 at 12 Off Rec, 31, Alexandra rd, Swansea

COUPLAND, WILLIAM, Kingston upon Hull, Potato Dealer June 30 at 10.30 Off Rec, Trinity House lane, Hull

CROSS, GEORGE JAMES, Forest Hill, Gent July 2 at 12 24, Railway approach, London Bridge

CROWTHER, JAMES ISAAC, Kingston upon Hull, Builder June 30 at 11 Off Rec, Trinity House lane, Hull

DEWAR, JOSEPH DANIEL, Newcastle on Tyne, Watchmaker July 2 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

FISHER, AMBROSE, St Helens, Painter July 4 at 3 Off Rec, 35, Victoria st, Liverpool

FRASER, WILLIAM, Merchant June 29 at 11 Bankruptcy bldgs, Carey st

GARDINER, WILLIAM, Hutton Cranswick, Grocer June 30 at 11.30 Off Rec, Trinity House lane, Hull

GOODHEAD, WILLIAM HENRY, Burton on Trent, Grocer June 30 at 12.30 Midland Hotel, Burton on Trent

HAYES, GEORGE FRANCIS, Folkestone, Dental Surgeon June 29 at 1 Off Rec, 73, Castle st, Canterbury

JACKSON, JOHN DEACON, Hinckley, Jeweller June 29 at 2 Off Rec, 1, Berridge st, Leicester

JONAS, ALFRED SAMUEL, Maida Vale, Solicitor July 3 at 12 Bankruptcy bldgs, Carey st

JORDAN, THOMAS, Engineer June 29 at 2.30 Bankruptcy bldgs, Carey st

JOY, FREDERICK, Crewkerne, Boot Dealer June 29 at 1 George Hotel, Crewkerne

KNIGHT, WILLIAM EDWIN, Foster lane, Umbrella Manufacturer July 3 at 11 Bankruptcy bldgs, Carey st

LAWRENCE, MARY EMMELINE, S Norwood, Widow June 29 at 11.30 24, Railway app, London Bridge

LEA, JOHN, Tenby, Painter June 30 at 11 Off Rec, 11, Quay st, Carmarthen

LEE, THOMAS WILTON, Kentish Town July 3 at 2.30 Bankruptcy bldgs, Carey st

LLOYD, DAVID, BENJAMIN LLOYD, and THOMAS LLOYD, Oystermouth, Lime Burners July 2 at 12 Off Rec, 31, Alexandra rd, Swansea

MENDELSON, SAMUEL, Bradford, Tailor June 29 at 12 Off Rec, 31, Manor row, Bradford

MCFARLANE, EWAN, Kensington July 3 at 12 Bankruptcy bldgs, Carey st

MILLINGTON, BENJAMIN, West Bromwich, Grocer July 13 at 2 County Court, West Bromwich

NOCK, WILLIAM, Ulverston, Innkeeper July 3 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

PALLISER, SYLVESTER GRAY, Sowerby, Bricklayer July 3 at 12 Court house, Northallerton

PLUMBE, THOMAS, Tottenham June 29 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

RAWLINSON, JOSEPH, Ulverston, Coal Merchant July 3 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

SHERWIN, JOHN, Lapley, Staffs, Grocer July 16 at 12 Off Rec, Wolverhampton

THOMAS, THOMAS, Cardiff, Commission Agent July 3 at 11 Off Rec, 29, Queen st, Cardiff

UTTLEY, HEAP, Hebden Bridge, Decorator July 2 at 11 Off Rec, Townhall chmbrs, Halifax

VINCENT, WINIFRED, Plymouth, Hotel Proprietress June 29 at 12.30 The Castle, Exeter

WATSON, JAMES EDWARD, and CHARLES HENRY WATSON, Market Harborough, Corn Merchants June 29 at 12.30 Off Rec, 1, Berridge st, Leicester

The following amended notices are substituted for those published in the London Gazette of June 15:—

FOTHERGILL, HENRY, Cardiff, Tobacconist June 26 at 11 Off Rec, 29, Queen st, Cardiff

LANE, ALFRED, Cardiff, Baker June 26 at 11.30 Off Rec, 29, Queen st, Cardiff

The following amended notice is substituted for that published in the London Gazette of the 19th June :—

BARFOOT, TOM ALFRED, Newport, Printer June 29 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

### ADJUDICATIONS.

ADDY, GEORGE, Leeds, Butcher Leeds Pet June 20 Ord June 20

AYLING, GEORGE, Wisborough Green, Builder Brighton Pet June 19 Ord June 19

BARFOOT, TOM ALFRED, Newport, Printer Newport, Mon Pet April 30 Ord June 20

BARLOW, SAMUEL JOHN, Blackheath, Trunk Maker Greenwich Pet May 17 Ord June 15

BATSON, STANLAKE H, Westminster, Gent High Court Pet Oct 4 Ord June 15

BECK, JAMES, Lowestoft, Smackowner Gt Yarmouth Pet June 19 Ord June 20

BECKWITH, THOMAS, and WILLIAM CUNDALL, Doncaster, Printers Sheffield Pet May 1 Ord June 20

BENNET, JOHN, Barnet, Shoe Currier Barnet Pet April 18 Ord June 18

BIELING, JULIUS OTTO, Balham, Tailor High Court Pet April 11 Ord June 18

BRITAIN, EZRA JABEZ, Oldham, Auctioneer Oldham Pet June 16 Ord June 16

BRUSTER, OSCAR, Holborn, Importer High Court Pet June 8 Ord June 18

BYARD, FREDERICK, Tylacoch Treorky, Glam, Collier Pontypridd Pet June 18 Ord June 18

COWLEY, WILLIAM, and WILLIAM CASEY, Manchester, Slipper Manufacturers Manchester Pet June 18 Ord June 18

CROOK, JAMES WILLIAM, Marcham le Fen, Baker Lincoln Pet June 18 Ord June 18

DAVIS, THOMAS, Pontypridd, Founder Pontypridd Pet June 20 Ord June 20

DOIDGE, WILLIAM HENRY, Tavistock, Hairdresser Plymouth Pet June 8 Ord June 18

FOSTER, CHARLES, Plymouth, Fish Merchant Plymouth Pet June 20 Ord June 20

GAYDON, ERNEST EDWIN, Ealing Dean, Watchmaker Brentford Pet June 16 Ord June 16

GILLIES, DANIEL, Redcar, of no occupation Stockton on Tees Pet June 20 Ord June 20

GREGORY, ALBERT, Margate, Hotel Manager Canterbury Pet April 18 Ord June 18

GUEST, WILLIAM, and SAMUEL WARD, Sheffield, Steel Manufacturers Sheffield Pet May 4 Ord June 20

HILL, WALTER, Bath, Hotel Keeper Bath Pet May 12 Ord June 18

ISAACS, JULIUS, Spitalfields, Woollen Merchant High Court Pet May 9 Ord June 16

JACKSON, JOHN DEACON, Hinckley, Leics, Jeweller Leicester Pet June 16 Ord June 16

JONES, WILLIAM ROBERT, Llanbadrig, Anglesey, Farmer Bangor Pet June 18 Ord June 18

KEMPIN, HENRY, Tugby, Leics, Timber Dealer Leicester Pet May 8 Ord May 30

KENDRAY, TOM, Barnsley, Grocer Barnsley Pet June 19 Ord June 19

KIRKHAM, WILLIAM, Clerkenwell rd, Jeweller High Court Pet June 14 Ord June 18

LANE, ALFRED, Cardiff, Baker Cardiff Pet June 5 Ord June 18

LOCKHART, ROBERT, Limehouse, Licensed Victualler High Court Pet June 18 Ord June 18

LOMAS, GEORGE WILLIAM, Manchester, Draper Manchester Pet June 18 Ord June 18

MILNER, ROBERT, Birmingham, Manure Dealer Birmingham Pet June 19 Ord June 19

MODLIN, CAROLINE ANNE, Paddington Edmonton Pet May 25 Ord June 19

MOODY, WALTER, Huddersfield, General Dealer Barnsley Pet June 18 Ord June 18

MORTENSEN, NILS, Newport, Clothier Newport, Mon Pet June 18 Ord June 18

O'SHEA, WILLIAM HENRY, Westminster, Gent High Court Pet May 30 Ord June 18

PLUMBE, THOMAS, Tottenham Edmonton Pet May 21 Ord June 16

RAMSDEN, FREDERICK VOCE, Leicester, Confectioner Leicester Pet May 9 Ord May 19

RIDLEY, GRAHAM SAMUEL Brentford Pet May 17 Ord June 19

SHERWIN, JOHN, Lapley, Grocer Wolverhampton Pet June 6 Ord June 19

SMITH, CHARLES JOHN, and BENJAMIN BERDOE, Bournemouth, Music Sellers Poole Pet June 19 Ord June 19

STRICKLAND, THOMAS, Slaidburn, Farmer Blackburn Pet June 20 Ord June 20

THOMAS, THOMAS, Cardiff, Commission Agent Cardiff Pet May 12 Ord June 16

TURNER, ABRAHAM WILLIAM, Workington, Draper Cockermouth Pet June 18 Ord June 18

WEIGHTMAN, THOMAS CAMPBELL, Lincoln, Butcher Lincoln Pet June 18 Ord June 18

WOOD, EDWIN, Warminster, Cycle Manufacturer Frome Pet May 25 Ord June 18

### ADJUDICATION ANNULLED.

STEEL, ROBERT, Burlington Hotel, Cork st High Court Adjud April 13, 1893 Annul June 14, 1894

*London Gazette.*—TUESDAY, June 26.

### RECEIVING ORDERS.

BARKER, JAMES, Harrogate York Pet June 22 Ord June 22

CARPENTER, EDWARD, Brighton, Corn Merchant Brighton Pet June 22 Ord June 22

CARR, WALTER PATERSON, Berwick, Chemist Newcastle on Tyne Pet June 7 Ord June 23

CLARKE, HARRY BISHOP, Tredegar, Outfitter Tredegar Pet June 21 Ord June 21

DOBSON, THOMAS HAVELOCK, Newton le Willows, Grocer Northallerton Pet June 20 Ord June 20

GALBRAITH, ARCHIBALD, Barrow in Furness, Coppersmith Ulverston Pet June 22 Ord June 22

GUILDING, WILLIAM, Birmingham, Hosier Birmingham Pet June 21 Ord June 21

HACKELTON, CHARLES, Birmingham, Brassfounder Birmingham Pet May 23 Ord June 23

HOLDEN, RICHARD JOHN, Bloxwich, Baker Walsall Pet June 20 Ord June 20

JACKSON, JOHN, Burnley Burnley Pet June 22 Ord June 22

SIMION & SON, JOEL, Newcastle on Tyne, Auctioneers Newcastle on Tyne Pet June 12 Ord June 22

LISTER, HUGH, Sheffield, Butter Merchant Sheffield Pet June 5 Ord June 21

LOMAX, FRANCIS ELIZABETH, Cadeby, Farmer Leicester Pet June 23 Ord June 23

MASON, WILLIAM, Nottingham, Grocer Nottingham Pet June 21 Ord June 23

MITCHELL, BARNARD, Enfield, Brickmaker Edmonton Pet June 21 Ord June 21

MOLLARD, MARY, and ALICE GREENMAN MOLLARD, Penzance, Milliners Truro Pet June 20 Ord June 20

NICOL, PETER, Manchester, Draper Manchester Pet May 12 Ord June 22

NOBLE, CHARLES, Leicester, Confectioner Leicester Pet June 21 Ord June 21

NUNN, ARTHUR CHARLES, Walsham le Willows, Cattle Dealer Bury St Edmunds Pet June 20 Ord June 20

PARKER, JOSEPH, Sunderland, Fruiterer Sunderland Pet June 18 Ord June 18

PASHLER, SAMUEL, Finsbury pk, Hardware Merchant High Court Pet June 21 Ord June 21

PULLING, GEORGE PERRIAM, Sidcup High Court Pet June 7 Ord June 23

SANDERSON, ALFRED, West Hartlepool, Fruiterer Sunderland Pet June 18 Ord June 18

THOMAS, DAVID PRITCHARD, Llanfaethlu, Clerk in Holy Orders Bangor Pet June 23 Ord June 23

THOMPSON, JOSEPH FREDERICK, East Dulwich, Builder High Court Pet June 9 Ord June 21

TURNER, ALBERT EDWARD, Nafferton, Innkeeper Kingston upon Hull Pet June 22 Ord June 22

VICARY, CHARLES, Tamerton Foliot, Grocer Plymouth Pet June 21 Ord June 21

WEBB, WALTER JOHN, Cowley, Baker Oxford Pet June 9 Ord June 22

WHITE, JOHN WILLIAM, Barnsley, Licensed Victualler Barnsley Pet June 21 Ord June 21

WHITTLES, JOHN PARKER, Bradford, Boot Merchant Bradford Pet June 20 Ord June 20

WITHERS, FREDERICK, Kilburn, Furniture Dealer High Court Pet June 21 Ord June 21

## FIRST MEETINGS.

AKERS, JOHN, Shepherd's Bush, Window Glass Merchant July 5 at 2.30 Bankruptcy bldgs, Carey st

ATHERTON, JOHN, and SAMUEL ATHERTON, Burnley, Builders July 5 at 1.30 Exchange Hotel, Nicholas st, Burnley

BARKER, JAMES, Harrogate July 9 at 1.15 Off Rec, 28, Stonegate, York

BARLOW, SAMUEL JOHN, Blackheath, Trunk Maker July 4 at 12 24, Railway app, London Bridge

BARNES, JAMES, Darwen, Mineral Water Manufacturer July 11 at 2.30 County Court house, Blackburn

BATE, HENRY, Cardiff July 4 at 11 Off Rec, 29, Queen st, Cardiff

BECK, JAMES, Lowestoft, Smackowner July 4 at 2.45 Suffolk Hotel, Lowestoft, Suffolk

BRADLEY, JOHN, Haslingden, Carter July 11 at 2 County Court house, Blackburn

BROCK, GEORGE EDWARD, Shanklin July 4 at 1 19, Quay st, Newport, I W

BUCHANAN, ROBERT, Mansfield gdns, Author July 5 at 12 Bankruptcy bldgs, Carey st

CARRUTHERS, THOMAS, Kingsland, Draper July 3 at 1 Bankruptcy bldgs, Carey st

CHILD, JOHN BEAUMONT, Leeds, Butcher July 5 at 11 Off Rec, 22, Park row, Leeds

CRACKNELL, ERNEST ALFRED, Marylebone rd, Surveyor July 6 at 11 Bankruptcy bldgs, Carey st

CRAWFORD, GRANT, St Martin's lane July 5 at 11 Bankruptcy bldgs, Carey st

CROOK, JAMES WILLIAM, Mareham le Fen, Baker July 12 at 12.30 Off Rec, 31, Silver st, Lincoln

CURWOOD, EDWIN, Tiverton, Corn Dealer July 3 at 10.30 Off Rec, 13, Bedford circus, Exeter

DARRAND, WILLIAM GEORGE, Doncaster, Hotel Keeper July 3 at 3 Off Rec, Figtree lane, Sheffield

GARFORTH, THOMAS, Wandsworth, Cheesemonger July 4 at 11.30 24, Railway approach, London Bridge

GOLDSPINK, ALFRED JACOB, Felixfield, Innkeeper July 4 at 3.45 Suffolk Hotel, Lowestoft, Suffolk

GRANT, ROBERT, Treherbert, Draper July 5 at 3 Off Rec, 65, High st, Merthyr Tydfil

GREENWELL, JOSEPH, South Bank, Yorks, Labourer July 4 at 3 Off Rec, 8, Albert rd, Middlesborough

HIGGENS, WILLIAM, Cheriton July 6 at 12 Off Rec, 4, East st, Southampton

HOLMES, WOODHEAD, Barnsley, Pork Butcher July 4 at 11.15 Off Rec, 3, Back Regent st, Barnsley

HUDDLESTONE, H H, Brompton sq July 3 at 11 Bankruptcy bldgs, Carey st

HUGGETT, ALBERT, Bexhill on Sea, Plumber July 3 at 2.45 Devonshire Hotel, Station sq, Bexhill

HUNT, WILLIAM, Northampton, Baker July 3 at 11.15 County Court bldgs, Northampton

JENKINS, JENKIN, Cardiff, Butcher July 5 at 11 Off Rec, 29, Queen st, Cardiff

JOHNSTONE, JAMES ANNANDALE, Upper Norwood July 4 at 11 Bankruptcy bldgs, Carey st

JONES, DAVID, Neath, Fancy Dealer July 4 at 12 Off Rec, 31, Alexandra rd, Swansea

JORDAN, MARY ANN, Pontypridd, Boot Dealer July 5 at 12 Off Rec, 65, High st, Merthyr Tydfil

KENDRAY, TOM, Barnsley, Grocer July 4 at 11 45 Off Rec, 3, Back Regent st, Barnsley

KIRKHAM, WILLIAM, Wood Green, Jeweller July 4 at 2.30 Bankruptcy bldgs, Carey st

LACROIX, LOUIS VICTOR, Brighton, Fire Superintendent July 3 at 11 Off Rec, 4, Pavilion bldgs, Brighton

LANG, WILLIAM GEORGE, Southsea, Bookseller July 4 at 12.30 145, Cheapside, London

LOMAS, GEORGE WILLIAM, Manchester July 4 at 3 Ogden's chmbrs, Bridge st, Manchester

LOWE, GEORGE, Birmingham, Beer Retailer July 4 at 11 28, Colmore row, Birmingham

MODLIN, CAROLINE ANNE, Tottenham July 4 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

MOLLARD, MARY, and ALICE GREENHAM MOLLARD, Penzance, Milliners July 3 at 12 30 Off Rec, Boscawen st, Truro

MOODY, WALTER, Huddersfield, General Dealer July 4 at 11.30 Off Rec, 3, Back Regent st, Barnsley

MORGAN, PHILIP, Abergavenny, Auctioneer July 4 at 12 Off Rec, 65, High st, Merthyr Tydfil

MOSS, JAMES WILLIAM, Baildon, Farmer July 4 at 11 Off Rec, 22, Park row, Leeds

NICHOLLS, WILLIAM, WILLIAM WALTER ROBINS NICHOLLS, and FREDERICK HART NICHOLLS, St Austell, Clay Merchants July 3 at 2 Queen's Head Hotel, St Austell

NOBLE, CHARLES, Leicester, Confectioner July 5 at 12.30 Off Rec, 1, Berridge st, Leicester

PHAROAH, GEORGE WILLIAM, Southsea, Milk Contractor July 5 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

SANDERSON, ALFRED, West Hartlepool, Fruiterer July 4 at 3 Off Rec, 26, John st, Sunderland

SOBRELL, THOMAS, Marylebone, Draper July 5 at 2.30 Bankruptcy bldgs, Carey st

SOUTH, THOMAS, Tredegar, Greengrocer July 4 at 3.30 Off Rec, 65, High st, Merthyr Tydfil

STRINGER, CHARLES, Kingston, Hants, Oil Merchant July 5 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

STUART, JOHN, Cardiff, General Broker July 5 at 11.30 Off Rec, 29, Queen st, Cardiff

TAYLOR, ROBERT, Houndsditch, Printer July 4 at 2.30 Bankruptcy bldgs, Carey st

THOMAS, WILLIAM, Cardiff, General Dealer July 5 at 3 Off Rec, 29, Queen st, Cardiff

TURNER, ABRAHAM WILLIAM, Workington, Draper July 4 at 3 12, Lonsdale st, Carlisle

WADDELL, ALEXANDER, Thornaby on Tees, Ironmoulder July 4 at 3 Off Rec, 8, Albert rd, Middlesborough

WARD, GEORGE, Lowestoft, Smackowner July 4 at 3.15 Suffolk Hotel, Lowestoft, Suffolk

WAYMOUTH, HENRY, Antwerp July 5 at 12 Bankruptcy bldgs, Carey st

WRIGHTMAN, THOMAS CAMPBELL, Lincoln, Butcher July 12 at 12 Off Rec, 31, Silver st, Lincoln

WHEELDON, EDWARD ISAAC, Manchester, Baker July 4 at 2.30 Ogden's chmbrs, Bridge st, Manchester

WILLIAMS, JAMES JOSEPH, Stoke Newington, Commercial Traveller July 4 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

WILLIAMSON, THOMAS JOHN, Manor Park, Collar Manufacturer July 6 at 12 Bankruptcy bldgs, Carey st

## ADJUDICATIONS.

AKERS, JOHN, Goldhawk rd, Window Glass Merchant High Court Pet June 20 Ord June 21

ASTON, EMILY, Bury St Edmunds, Berlin Wool Seller Bury St Edmunds Pet May 24 Ord June 23

BARKER, JAMES, Harrogate York Pet June 21 Ord June 22

BIRD, WILLIAM JAMES, Walsall, Draper Walsall Pet May 29 Ord June 21

CARPENTER, EDWARD, Brighton, Corn Merchant Brighton Pet June 21 Ord June 22

CASELEY, WILLIAM, London wall, Merchant High Court Pet Jan 11 Ord June 21

CLARKE, HARRY BISHOP, Tredegar, Outfitter Tredegar Pet June 21 Ord June 21

DAVIES, STEPHEN, Birmingham, Tailor Birmingham Pet May 19 Ord June 20

DOBSON, THOMAS HAVELOCK, Newton le Willows, Grocer Northallerton Pet June 19 Ord June 20

EADY, WILLIAM CHARLES, Kilburn, Builder High Court Pet May 29 Ord June 21

FAGG, HARRISON, Bedford row, Builder High Court Pet Feb 28 Ord June 21

GRENFELL, PASCOE ST LEGER, Mayfair, Merchant High Court Pet June 1 Ord June 21

GUILDING, WILLIAM, Birmingham, Hosier Birmingham Pet June 21 Ord June 22

HACKELTON, CHARLES, Birmingham, Brassfounder Birmingham Pet June 23 Ord June 23

HIGGENS, WILLIAM, Cheriton, of no occupation Winchester Pet May 5 Ord June 22

JACKSON, JOHN, Burnley Burnley Pet June 22 Ord June 22

LACROIX, LOUIS VICTOR, Brighton, Fire Superintendent Brighton Pet June 18 Ord June 22

LARNER, ARTHUR, Shoreditch High Court Pet June 18 Ord June 21

LEAVOLD, SIDNEY ARTHUR, Anerley, Fancy Dealer Croydon Pet June 15 Ord June 21

LLOYD, JOHN HIER, Cardiff, Colliery Agent Cardiff Pet June 18 Ord June 21

LONG, GEORGE FREDERICK, Old Broad st, Stock Broker High Court Pet May 16 Ord June 23

MOLLARD, MARY, and ALICE GREENHAM MOLLARD, Penzance, Milliners Truro Pet June 19 Ord June 21

MACCONKEY, GEORGE FREDERICK, Putney, Banker's Clerk High Court Pet June 1 Ord June 22

MASON, WILLIAM, Nottingham, Grocer Nottingham Pet June 23 Ord June 23

MEIKLE, ROBERT, Croydon, Tea Dealer Croydon Pet June 12 Ord June 21

MOULD, ELI, St Helen's, Music Hall Proprietor Liverpool Pet May 18 Ord June 21

NUNN, ARTHUR CHARLES, Walsham le Willows, Cattle Dealer Bury St Edmunds Pet June 20 Ord June 20

PARKER, JOSEPH, Sunderland, Fruiterer Sunderland Pet June 18 Ord June 18

PASHLER, SAMUEL, Finsbury Park, Hardware Merchant High Court Pet June 21 Ord June 21

PRIDMORE, THOMAS WEBSTER, Addle st, Silk Merchant High Court Pet May 26 Ord June 22

SANDERSON, ALFRED, W Hartlepool, Fruiterer Sunderland Pet June 16 Ord June 18

SOARES, DE SILVA, Twickenham, Gent Brentford Pet April 30 Ord June 20

THOMAS, DAVID PRITCHARD, Llanfaethlu, Clerk in Holy Orders Bangor Pet June 23 Ord June 23

THOMAS, WILLIAM, Cardiff, General Dealer Cardiff Pet June 12 Ord June 20

TURNER, ALBERT EDWARD, Nafferton, Innkeer Kingston upon Hull Pet June 22 Ord June 22

VICARY, CHARLES, Tamerton Foliot, Grocer Plymouth Pet June 21 Ord June 21

VICKERY, GEORGE LEIGH, Hoxton, Draper High Court Pet May 1 Ord May 5

WHITTLES, JOHN PARKER, Bradford, Commission Agent Bradford Pet June 20 Ord June 20

WHITE, JOHN WILLIAM, Barnsley, Licensed Victualler Barnsley Pet June 21 Ord June 21

WITHERS, FREDERICK, Kilburn, Furniture Dealer High Court Pet June 21 Ord June 21

WOOD, WILLIAM HENRY, Crewe, Football Manufacturer Nantwich Pet June 18 Ord June 22

## ADJUDICATIONS ANNULLED.

TOMS, JOHN ALBERT, Applegarth rd, West Kensington park High Court Adjud June 22, 1893 Annul June 21, 1894

MOORBY, ALBERT WILLIAM, Snells park, Upper Edmonton, Bookkeeper Edmonton Adjud Aug 18, 1887 Annul June 11, 1894

## SALES OF ENSUING WEEK.

July 3.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, Freehold Public-house and Business Premises and a Freehold Shop and Warehouse (see advertisement, this week, p. 592).

July 3.—Messrs. WALTON & LEE, at the Mart, E.C., at 2 o'clock, Freehold Residential and &c. Properties (see advertisements, June 2, pp. 8 and 9).

July 4.—Messrs. CHARLES & TURNE, at the Mart, E.C., a Freehold Building Site and Leasehold Properties (see advertisement, this week, p. 4).

July 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Life Interest, Annuities, Life Policies and Shares (see advertisement, this week, p. 4).

July 5.—Messrs. STIMSON & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisements, this week, p. 3).

July 7.—Messrs. BAKER & SONS, in a marquee erected on Little Marlow Estate, Bucks, Freehold Building Plots (see advertisement, June 2, p. 6).

*Subscription*, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52s. WEEKLY REPORTER, *in wrapper*, 26s.; *by Post*, 28s. SOLICITORS' JOURNAL, 26s. 0d.; *by Post*, 28s. 0d. *Volumes bound at the office—cloth*, 2s. 9d., *half law calf*, 5s. 6d.

*Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.*

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*

AUCTION SALES AT DEPTFORD, WOOLWICH, LONDON, AND ELSEWHERE.

MESSRS. HARDS & BRADLY, Auctioneers, Estate Agents, and Valuers, hold Periodical SALES at the "DOVER CASTLE," DEPTFORD; 31, GREEN'S END, WOOLWICH; at the MART, CITY, and elsewhere. Messrs. Hards & Bradly, who also undertake Rent Collections, Surveys and Valuations for all purposes will be pleased to quote terms for the Sale of Properties intended to be submitted to Public Auction or otherwise. —Offices: Greenwich; 31, Green's End, Woolwich; and 138, Fenchurch-street, E.C.

AUCTION SALES.

MESSRS. FIELD & SONS' AUCTIONS take place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices: 54, Borough High-street, and 52, Chancery-lane, W.C.

CITY OF LONDON.

Re Major J. F. Wieland's Estate, Albert-buildings, Queen Victoria-street. — Important to TRUSTEES, INSURANCE COMPANIES, CAPITALISTS, and others.—A most commanding and uniquely-positioned Property, having large frontages to Queen Victoria-street, Cannon-street, and Queen-street, comprising 12 excellent shops and numerous suites of offices, occupying one of the finest sites in the City, close to the Mansion-house, principal banks, &c., and in the leading thoroughfare between the City and West-end.

MESSRS. HORNCASTLE, PEMBER, & TAYLOR will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, JULY 17th, at ONE, the above valuable CITY PROPERTY, having a rent-roll of nearly £7,000 per annum.

Particulars, plans, and conditions of sale can be obtained of Claude M. Treadwell, Esq., Solicitor, 49, Queen Victoria-street, E.C.; of Walter B. Sykes, Esq., Solicitor, 2, Threadneedle-street, E.C.; at the Mart; and of the Auctioneers, Billiter-house, Billiter-street, E.C.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

SURREY, close to LEITH-HILL.

Highly desirable Sporting Estates, in the parishes of Ockley, Abinger, Ewhurst, and Wootton, midway between the towns of Dorking, Guildford, and Horsham, within 2½ miles of Ockley Station, Dorking and Horsham line, and three miles from Cranleigh Station, Guildford and Horsham line, both branches of the L. B. and S. C. Railway, comprising a compact and important freehold sporting estate of 2,036 acres, including 768 acres of excellent game coverts, also the well-arranged small farms, known as Lyefield, Cobbets, Stubberts, Pondhead, Lowerbreach, Lowerhouse, Buildings, Northlands, Waleys Wood, Froggetts, Summersbury, and Hill-house, all let at reduced rents to suitable and industrious tenants. Each farm is supplied with appropriate house and homestead. The sporting rights are reserved to the landlord in all lettings, and the shooting is eagerly sought after when not retained in hand. Likewise in separate Lots, to suit persons seeking choice residential sites at moderate cost, Burchett's Farm and 153 acres, let to Mr. Privett, at an elevation of 300ft., with charming 2½ miles' drive through park lands to Ockley Station, with interesting old farmhouse and homestead; a cottage and 10 acres of pasture near Forest-green; Bridgham's Farm and 50 acres of land, farmhouse, cottage, and ample buildings, let to Mrs. Peacock; Smokejack Farm and 100 acres of farm land, let to Mr. J. Spencer, and coverts; Chapel-house Farm, the Scarlett Arms, P.H., 54 acres of farm lands let to Mr. Spencer; and 75 acres of game coverts, in hand.

MESSRS. DRIVER & CO. are instructed by the Trustees of the late Lord Abinger to offer to AUCTION, at the MART, Tokenhouse-yard, London, on TUESDAY, 10th JULY, at TWO o'clock precisely, the above desirable SPORTING ESTATES.

Particulars of Messrs. Robins, Hay, Waters & Lucas, Solicitors, 9, Lincoln's-inn-fields; of Mr. W. Woller, Rumbeams Farm, Ewhurst, Guildford; and of Messrs. Driver & Co., Auctioneers, 4, Whitehall, London.

THE SEVEN SPRINGS ESTATE, near CHELTENHAM, GLOUCESTERSHIRE,

Containing about 836 acres.

MESSRS. DRIVER & CO. will offer to AUCTION, at the MART, Tokenhouse-yard, Lothbury, London, on TUESDAY, the 10th day of JULY, 1894, at TWO o'clock precisely, in One Lot, the above FREEHOLD RESIDENTIAL ESTATE, situate on the Cotswold Hills, which are renowned for their health-giving properties. It is about two miles from Charlton Kings, with station on the Banbury Branch, whence Paddington may be reached in 3¼ hours, four miles from Cheltenham, nine from Gloucester, 11 from Cirencester, and 3½ from the Dowdeswell Station on the Midland and South-Western Junction Railway, whence Southampton may be reached in 2½ hours. This estate, so called from the well-known seven springs, one of the sources of the Thames, comprises a well-built and comfortable gentleman's residence, in the Elizabethan style of architecture, approached by carriage drive and placed on the side of a hill, with a wooded background. It contains large entrance hall, capital dining and drawing rooms, study, library, and conservatory, 16 bed and dressing rooms, and all necessary offices. The coachhouse and stable premises provide accommodation for six horses and six carriages, with coachman's cottage. The gardens and pleasure grounds are tastefully laid out and comprize sloping lawns planted with conifers and flower beds; gravel walks, tennis lawn, and kitchen garden, with glasshouses, &c.; a feature in the gardens is an ornamental lake of running water, fed by the seven springs. This estate is divided into Seven Springs, Cubberly Court, and Close Farms, with good farmhouses, excellent homesteads, 16 cottages, arable and grass lands, with woods and plantations. This estate is within the Cotswold Hunt, and some of the meets of Lord Fitzhardinge and the Vale of White Horse are within reach, and is situate in a good residential district. Possession of the mansion, grounds, and lands in hand may be had on completion of the purchase.

Particulars of Messrs. Upton, Atkey, & Co., Solicitors, 14, Austin Friars, E.C., and of Messrs. Driver & Co., 4, Whitehall.

THE BELMONT ESTATE, ISLE OF WIGHT,

containing about 651 acres, two miles from the market town of Newport, on the high roads from that town to East Cowes, Wootton, and Ryde.—The Isle of Wight Central Railway passes through a portion of the estate, and Whippingham Station is on the property. This valuable residential and investment property comprises four very compact farms, known as Belmont, Binfield, Fairlee, and Palmers, approached by good hard roads, with farmhouses with homesteads, very productive arable and grass lands, supperior cottages, woods, and plantations, laid out in walks and drives. They are let to tenants at rents producing (inclusive of the rental value of the keeper's cottage and the woods and plantations, about 100 acres, which are in hand) about £827 a year. The shooting is in hand and is good. On Belmont and Palmers Farms are two specially-eligible building sites, commanding special views over the Solent and surrounding well-wooded district. This estate adjoins the Medina river, and the adjoining proprietors are H.M. The Queen, Wykeham Martin, Esq., and Captain Holford.

MESSRS. DRIVER & CO. will offer to AUCTION, at the MART, Tokenhouse-yard, London, on TUESDAY, 10th JULY, 1894, at TWO o'clock precisely, in One or Four Lots, the above valuable RESIDENTIAL and INVESTMENT PROPERTY.

Particulars of Messrs. Satchell & Chapple, Solicitors, 6, Queen-street, Cheapside; of Mr. J. Binfield Bird, Land Agent, &c., West Cowes, Isle of Wight; and of Messrs. Driver & Co., 4, Whitehall, London.

THE HARTPURY-HOUSE ESTATE,

containing about 1,245 acres, situate in the Severn Vale, Gloucestershire.

MESSRS. DRIVER & CO., in conjunction with Messrs. BRUTON, KNOWLES, & PRIDAY, of Gloucester, will SELL by AUCTION, at the MART, Tokenhouse-yard, Lothbury, on TUESDAY, 24th JULY, at TWO o'clock precisely, in One Lot, the above valuable FREEHOLD RESIDENTIAL ESTATE, situate about 4 miles from Gloucester, 11 from Cheltenham, 13 from Malvern, 10 from Ledbury, and one from Barbers Bridge Station on the Gloucester and Ledbury branch of the Great Western Railway. The mansion, which occupies a charming position, overlooking the celebrated Malvern Hills to the north and May Hill to the west, is situate on high ground, in the centre of an undulating and richly-timbered park, It contains well-proportioned dining room, drawing room, library and smoking room, 20 bed and dressing rooms, day and night nurseries, and possesses all the necessary domestic offices for an establishment of this character. The mansion and premises are supplied with water from springs rising in the park and pumped into a large tank near the house. The sanitary arrangements were all overhauled some few years since, the most approved system introduced, and the outfall is in the park, some distance from the house. The stabling and coach-house premises are very ample, and afford loose-box and stall accommodation for 13 horses, with summer boxes and yards for hunters in addition in the park, large coach-house, harness and saddle rooms, lofts and men's rooms. Around the house are the pleasure grounds and gardens, comprising lawns planted with flower beds and coniferæ, gravelled walks, capital walled kitchen garden, with greenhouses and forcing pits. The estate is divided into eight farms, including the homestead park and farm lands, let with the mansion to W. Gordon Canning, Esq., the master of the Ledbury Hunt, with farmhouses and capital homesteads, the buildings all being substantial and in good repair; there are also 19 cottages and gardens, the whole producing, exclusive of the woods, which are in hand, a gross rental of about £1,686 a year. This estate is very compact, the quality of the land is very good, and the coverts are well dispersed over the property, and afford excellent opportunity for rearing and preserving game. This property is situate within the Ledbury Hunt, and occasional meets of the Cotswold and Lord Fitzhardinge's hounds are within reach.

Particulars of Messrs. Carlisle, Uana, & Rider, Solicitors, 8, New-square, Lincoln's-inn; of Messrs. Bruton, Knowles, & Priday, Land Agents, &c., Gloucester; and of Messrs. Driver & Co., Auctioneers, &c., 4, Whitehall, London.

SALE DAYS FOR THE YEAR 1894.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1894, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—

| | | |
|---|---|---|
| Thurs., July 12 | Thurs., Aug. 30 | Thurs., Nov. 1 |
| Thurs., July 19 | Thurs., Sept. 13 | Thurs., Nov. 15 |
| Thurs., July 26 | Thurs., Sept. 27 | Thurs., Nov. 29 |
| Thurs., Aug. 2 | Thurs., Oct. 11 | Tues., Dec. 4 |
| Wed., Aug. 15 | Thurs., Oct. 25 | Thurs., Dec. 13 |

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a list of their forthcoming Sales by Auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

SUMMARY OF AUCTIONS
to be held by MESSRS.

FAREBROTHER, ELLIS, CLARK, & CO.,
At the AUCTION MART, E.C.,
on
THURSDAY, 12th JULY, 1894.

SURREY, close to COOMBE and MALDEN STATIONS, the FREEHOLD RESIDENCE, known as Lawn-house, adjoining and overlooking the Coombe-house Estate. It contains 11 bed rooms, bath, three reception rooms, and good domestic offices, conservatory, stabling, and out-buildings. The grounds and gardens occupy about an acre, and possession may be had. There will also be included a cottage residence adjoining, known as Alpha-villa, with garden and land, available for building another house.

KINGSDOWNE-HOUSE, WALMER, a charming FREEHOLD RESIDENCE, fit for immediate occupation. The house is situate in an elevated position, commanding magnificent sea views, and is surrounded by beautifully wooded grounds. There is stabling for four horses, lodge for gardener, kitchen gardens, two capital cottages, and a detached enclosure of ornamental land, altogether comprising about 16½ acres, possession of which will be given. In addition there is extensive foreshore, cottages, and allotments, held at a nominal rent for a long term.

RUSSELL-SQUARE. — CAPITAL LEASEHOLD RESIDENCE, No. 4, Upper Montague-street, four doors from the square, containing large receptions rooms on the ground and first floors and six bed rooms, bath room, &c. With possession. Stabling for three horses at the rear. Held from the Bedford Estate for a term expiring Michaelmas, 1903, at the moderate ground-rent of £31 10s. per annum.

CITY OF LONDON.—Valuable LEASEHOLD PROPERTY, occupying an important position about midway between Gresham-street and London-wall, and known as Nos. 80 and 80a, Wood-street, and 1, 2, and 3, Silver-street. Let, and producing together, with the estimated value of the unlet portion, nearly £1,400 per annum. Held direct from the Goldsmiths' Company for 25 years unexpired at a moderate ground-rent.

29, FLEET STREET, TEMPLE BAR,
18, OLD BROAD STREET, E.C.,
and
191, FINCHLEY ROAD, HAMPSTEAD, N.W.

SALES BY AUCTION FOR THE YEAR 1894.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

1894.

| | | |
|---|---|---|
| Tuesday, July 3 | Tuesday, July 31 | Tuesday, Oct. 16 |
| Tuesday, July 10 | Tuesday, Aug. 7 | Tuesday, Oct. 30 |
| Tuesday, July 17 | Tuesday, Aug. 14 | Tuesday, Nov. 13 |
| Tuesday, July 24 | Tuesday, Aug. 21 | Tuesday, Dec. 4 |
| | Tuesday, Oct. 2 | |

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

CITY OF LONDON,

On the borders of.—Goswell-road.—Freehold fully-licensed Public-house and Business Premises, well situate, near Aldersgate-street Station.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL, at the MART, on TUESDAY, JULY 3, at TWO, in Two Lots, the following FREEHOLD PROPERTIES:—

The FREEHOLD Fully-licensed PUBLIC-HOUSE known as The White Hart, No. 2, Goswell-road. Let, on lease, for 60 years, from June 24, 1878, in consideration of a premium of £13,000, at £250 per annum. And the Freehold Warehouse, No. 1, Fann-street, containing four floors and basement. With possession.

Also the Capital FREEHOLD SHOP and WAREHOUSE, No. 4, Goswell-road, containing five floors and basement. Let, on lease, for 21 years, from December 25, 1892, at the low rent of £125 a year.

Particulars of Messrs. Pennington & Son, Solicitors, 64, Lincoln's-inn-fields, W.C.; and of the Auctioneers, 80, Cheapside.

CATFORD.

Well-secured Freehold Ground-rents on Shops and Dwelling-houses close to Catford-bridge Station.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL, at the MART, on TUESDAY, JULY 17, at TWO, valuable FREEHOLD GROUND-RENTS, in Lots, as follows:—

| | Ground-rents. | Estimated rack rents. |
|---|---|---|
| Lot 1.—Nos. 1, 2, 3, & 4, Station-buildings | £45 0 | £160 |
| Lot 2.—Nos. 7 and 8, Station-buildings... | 20 0 | 90 |
| Lot 3.—Nos. 1 to 13 (odd), Nelgarde-road | 49 0 | 234 |
| Lot 4.—Nos. 2 to 30 (even), Nelgarde-road | 105 0 | 420 |
| Lot 5.—Nos. 34 and 36, Nelgarde-road ... | 11 0 | 54 |
| Lot 6.—Nos. 38 and 40, Nelgarde-road ... | 10 10 | 52 |
| Lot 7.—Nos. 42 and 44, Nelgarde-road ... | 11 0 | 54 |
| Lot 8.—Nos. 46 and 48, Nelgarde-road ... | 10 10 | 53 |
| Lot 9.—Nos. 50 and 52, Nelgarde-road ... | 10 10 | 54 |
| Lot 10.—Nos. 54 to 60 (even), Nelgarde-rd. | 22 0 | 105 |
| Lot 11.—Nos. 62 and 64, Nelgarde-road ... | 11 0 | 53 |
| Lot 12.—Nos. 2 to 36 (even), Doggett-road | 81 0 | 536 |
| Lot 13.—Nos. 38 to 102 (even), Doggett-rd. | 181 10 | 1,084 |
| Total ... ... | £568 0 | £3,020 |

Leased for 99 years from June 24, 1880, the purchasers will be entitled to the ground-rents for the term, and to the rack-rents on the expiration of the leases.

Particulars of H. G. Smallman, Esq., Solicitor, 9, Queen-street, E.C.; and of the Auctioneers, 80, Cheapside.

WEST SMITHFIELD.

By order of the Trustees of the will of the late W. Burchfield, Esq.—A well-secured Freehold Ground-rent of £250 per annum, arising from the capital modern warehouse and offices, No. 33, Cock-lane, (forming part of the premises in the occupation of Messrs. Phillips & Tribe, Wholesale Provision Merchants). They have a frontage of about 35ft., and extend in the rear to Three Diamond-court. Leased for 99 years from Lady Day, 1878, at the above ground-rent, with reversion to the rack rental in 1977.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL the above valuable FREEHOLD GROUND-RENT, at the MART, on THURSDAY, JULY 19, at TWO.

Particulars of S. Pilley, Esq., Solicitor, 20, Bedford-row, and of the Auctioneers, 80, Cheapside.